

AT&T further avers that Intrado's planned service is not "within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area," as expressly required by Part A of the pertinent definition. Nor, AT&T insists, is Intrado's service covered by the "exchange service charge," as Part A also specifies.

As for this Commission's conclusions in the SCC Arbitration, AT&T argues that the telecommunications services involved in the present case are different and that our earlier analysis was inconsistent with certain FCC orders issued prior to or contemporaneous with that arbitration decision.

AT&T additionally suggests that this Commission has the discretion to decline to arbitrate the unresolved issues in this case, and that we can use that discretion in order to await the results of arbitration decisions elsewhere.

3. Staff

Staff maintains that Intrado is entitled to subsection 251(c) interconnection with AT&T, principally because the Commission previously reached that conclusion in the SCC Arbitration. As Staff sees it, "Intrado proposes to provide essentially the same service here as it proposed to provide in" that case. Staff IB at 10. Staff cautions, however, that the terms and conditions of Intrado's interconnection should closely conform to the requirements of subsection 251(c), despite Intrado's request, in certain instances, for non-traditional arrangements. In Staff's view, Intrado should not be permitted to claim the benefits of the Federal Act while simultaneously avoiding its requirements.

4. Analysis and Conclusions

As framed by the parties, the fundamental question in Issue 1 is whether Intrado's 911 service constitutes "telephone exchange service" under Part A or Part B in §153(47). The full statutory definition of "telephone exchange service" is as follows:

(A) service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or (B) comparable service provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a telecommunications service.

Given that §153(47) presents two alternative definitions conjoined by “or,” a provider’s service can constitute telephone exchange service under either alternative. The FCC has not commented on whether stand-alone 911 service like Intrado’s is telephone exchange service. For purposes of comparison, the FCC has held that directory assistance call completion¹¹ and xDSL-based advanced services¹² are telephone exchange service, but paging service is not¹³.

Although Intrado and AT&T dispute the meaning of several elements in the alternative definitions of telephone exchange service, two elements warrant particular emphasis – call origination and intercommunicating service. Call origination is significant because the Florida Commission rejected Intrado’s claim that 911 service is telephone exchange service, on the ground that the service does not include call origination¹⁴. Intercommunicating service is essential because, as Intrado correctly observes, the FCC has called it the “key criterion for determining whether a service falls within the scope of the telephone exchange service definition.”¹⁵

Intrado and AT&T have each commingled their discussion of call origination and intercommunicating service. Intrado addresses both elements in a single sub-heading in its Initial Brief, at 6. AT&T contends that call origination and termination are “part and parcel” of intercommunicating service. AT&T IB at 7, fn. 6. The Commission does not agree that call origination/termination and intercommunicating service are the same thing. When Congress added Part B to the §153(47) definition, it employed different language (origination/termination) rather than re-employing “intercommunicating

¹¹ Provision of Directory Listing Information Under the Telecommunications Act of 1934, as Amended, 16 FCC Rcd. 2736 (2001) (“Directory Assistance Order”).

¹² In the Matter of Deployment of Wireline Services Offering Advanced Telecommunications Capability, 15 FCC Rcd. 385 (1999) (“Advanced Services Order”).

¹³ In the Matters of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, 11 FCC Rcd (1996).

¹⁴ See citations at footnotes 9 and 10, *supra*. In the briefs filed in this proceeding, the parties disputed whether the Florida Commission is the only state commission to decide this issue during the current round of Intrado interconnection filings. Intrado contended that the Ohio Commission “specifically determined that Intrado’s [911 service] is telephone exchange service.” Intrado RB at 10, citing Application of Intrado Communications Inc. to Provide Competitive Local Exchange Services, P.U.C.O. Case No. 07-1199-TP-ACE, Finding and Order (Feb. 5, 2008) (“Ohio Certification Order”). AT&T rejoined that Intrado misrepresents the Ohio decision. AT&T RB at 21. We note that the Ohio proceeding was a certification proceeding, not an interconnection arbitration. The Ohio Commission concluded that end-users have “no relationship” with Intrado and that Intrado is not a CLEC. Ohio Certification Order, Finding 7. However, the Ohio Commission created a new carrier category for Intrado (“competitive emergency services telecommunications carrier”) and stated that “Intrado is a telecommunications carrier *engaged in* the provision of telephone exchange service pursuant to Section 251 of the [Federal Act]”. *Id.* (emphasis added). In later proceedings, parties debated whether “engaged in” meant only that Intrado’s 911 service performed a function within *other carriers’* telephone exchange service. Nevertheless, in a subsequent interconnection arbitration, Petition of Intrado Communications, Inc. for Arbitration to Establish an Interconnection Agreement with Ohio Bell Telephone Company dba AT&T, P.U.C.O. Case No. 07-1280-TP-ARB, Arbitration Award (Mar. 4, 2009), the Ohio Commission expressly concluded (at p. 15) that Intrado’s 911 service is telephone exchange service. (The Ohio ruling is discussed later in this Arbitration Decision). Thus, both Ohio and Florida have now directly addressed whether Intrado’s 911 service is telephone exchange service, reaching opposite conclusions.

¹⁵ Advanced Services Order, para. 26.

service" in the new sub-part. Moreover, the FCC would not have needed to read an intercommunicating service requirement into Part B, as it did in the Advanced Services Order¹⁶, if intercommunicating service already carried the same meaning as call origination/termination. In this Commission's view, intercommunication pertains to the accessibility of end-users to each other, while origination/termination pertains to an individual end-user's ability to initiate or receive a call¹⁷. Accordingly, these elements will be addressed separately here.

a) Call Origination

To analyze the call origination requirement in the context of emergency services, the Commission finds it helpful to describe 911 communications. The emergency response system is designed for urgent circumstances. Callers need only enter three universally recognized digits into a telecommunications path specifically created for those circumstances. To minimize the potential for error, failure or overload, the telecommunications path is not designed for calls in the opposite direction (from PSAPs to emergency sites). Indeed, in Illinois, 911 service is defined as "a terminating only service"¹⁸ and outbound calls on 911 circuits are prohibited¹⁹.

Intrado has appropriately included these facts and policies in its proposed 911 service²⁰. Intrado thus acknowledges that its 911 service does not include the capability to originate a call (except via transfer by the PSAP of an inbound call placed by a 911 end-user). A PSAP that subscribes to Intrado's 911 service will need one or more additional telephone lines, not associated with 911 service, to originate calls²¹. The PSAP will not be able to return the call of a 911 end-user via Intrado's 911 service if a call is dropped. AT&T Ex. 1.0 at 21.

Nevertheless, Intrado maintains that its 911 service furnishes call origination within the meaning of the federal definition. As Intrado sees it, the call transfer mechanism (which Intrado also refers to as "hookflashing") is a form of call origination by the subscribing PSAP. As Intrado witness Spece-Lenss described in oral testimony:

[T]he call process has two parts. You have the consumer, the citizen who is dialing 911. The PSAP receives the call and then the PSAP originates the transfer. So it's originating

¹⁶ Advanced Services Order, para. 20.

¹⁷ In the practical sense, of course, a telecommunications end-user must be able to originate or terminate communications with other accessible users. But for statutory construction, we are obliged to discern the intended meaning of each of the discrete terms chosen by the legislature.

¹⁸ 83 Ill. Adm. Code 725.500(a).

¹⁹ 83 Ill. Adm. Code 725.500(d).

²⁰ "Intrado has purposefully designed its 911 service to be unable to originate an outgoing call except in the instance of conferencing or call-transfer disconnect processes." AT&T Cross-Ex. 3 (Intrado response to AT&T Data Request 18).

²¹ "Illinois public safety agencies subscribe to local exchange service for administrative purposes, such as to receive other emergency or non-emergency calls, including any which might be relayed by operators or terminated on PSTN-accessible local exchange telephone lines." Intrado IB at 21.

the call through the hook flash, either the selective transfer feature or the 10-digit transfer feature and it's originating the call.

Tr. 110.

The Florida Commission rejected this argument and denied Intrado's request for subsection 251(c)(2) interconnection on that basis. The Florida Commission did not elaborate upon its conclusion, perhaps because it found it self-evident. The Ohio Commission held that Intrado's 911 service does include call origination²². Ohio's half-sentence rationale was confined to this: the federal definition of telephone exchange service does not "quantify" the term "originate"²³. We will expand upon our sister commissions' limited discussion of this issue, and we will reach the same conclusion as the Florida Commission.

Simply, hookflashing is not call origination. It is a call transfer procedure that reroutes a call *originated by the person placing the inbound 911 call to the PSAP*. While Intrado is correct that call transfer is commonly used, Intrado IB at 14, that does not mean it is a call origination mechanism. That is particularly so in the 911 context in Illinois, in which call transfer, as defined by our regulations, is limited to rerouting of the originated call to an emergency services provider or another PSAP ("Call Transfer" – a 9-1-1 service in which the PSAP telecommunicator receiving a call transfers that call to the appropriate public safety agency or another provider of emergency services"²⁴). We believe that the reference to "that call" in our regulatory definition is significant, because it captures what in fact occurs during an emergency call transfer – the PSAP works collaboratively with an emergency responder or another PSAP to address the ongoing request for assistance. The Commission therefore disagrees with the viewpoint of Intrado's witness who "wouldn't consider it the same call when a PSAP [needs] to do a transfer." Tr. 112 (Spence-Lenss). Indeed, Intrado's own tariff characterizes call transfer as the "[t]he act of adding an additional party to an *existing call*."²⁵

The call transfer capability in Intrado's planned service thus reflects the limited scope of transferability contemplated in the 911 architecture. Such transfers are confined to other PSAP's served by Intrado, although transfers to non-Intrado PSAPs and related public safety agencies are possible if certain infrastructure and

²² Petition of Intrado Communications, Inc. for Arbitration to Establish an Interconnection Agreement with Ohio Bell Telephone Company dba AT&T, P.U.C.O. Case No. 07-1280-TP-ARB, Arbitration Award (Mar. 4, 2009) at 16 ("Ohio Arbitration").

²³ This Commission does not perceive call origination as a *quantitative* matter. The appropriate inquiry is qualitative – *can* the customer originate a call using Intrado's 911 service? The quantity of calls or call recipients is not relevant to this component of the federal definition of telephone exchange service (although it is relevant to the "intercommunication" component of the definition, discussed later).

²⁴ 83 Ill. Adm. Code 725.105.

²⁵ AT&T Ex. 1.0, Sch. PHP-3, P.U.C.O. Tariff No. 1, Sec. 1, Orig. Page 1 (definition of "Call Transfer or Call Bridging") (emphasis added). Intrado describes its Illinois tariff, which was not offered for the record here, as "similar" to its Ohio tariff. Intrado IB at 20, fn. 85.

08-0545

arrangements are in place with Intrado²⁶. Moreover, PSAP-to-PSAP call transfer capability is not mandated by law, Staff Ex. 2 at 13, and Intrado (and AT&T) would only implement it (through interconnection of selective routers) upon customer request. Intrado Ex. 2 at 11. Thus, insofar as call transfer by an Intrado-served PSAP will be technically enabled, it will be appropriately limited to continuous handling of the caller-originated assistance request.

Although it is not entirely clear (given the parties' commingled analyses of call origination and intercommunication), Intrado apparently suggests an analogy between its 911 call transfer function and the DA services that the FCC found to be telephone exchange service in the Directory Assistance Order. If that is so, the Commission does not find the analogy apt. In the Directory Assistance Order, the FCC held that DA providers perform telephone exchange service when they furnish call completion service (that is, when they enable the party requesting number lookup to place a call to the requested number). Without call completion, "the competing directory assistance provider is not providing telephone exchange service within the meaning of section 3(47)."²⁷ In the Illinois 911 context, an Intrado-served PSAP (or any other PSAP) could not originate a new communication with a party of the 911 caller's choice for a purpose unrelated to the emergency at hand. The PSAP can only transfer the call, without terminating it, to a single authorized respondent²⁸, and may continue to participate in the call²⁹. That is not like DA call completion, which originates a new call to the end-user's selected destination somewhere in the exchange area, without further involvement by the DA provider (who may provision number look-up and call completion without live human participation).

Nonetheless, this Commission did conclude, in the SCC Arbitration, that Intrado (as SCC) provided a service "by which a subscriber can originate and terminate an emergency or 9-1-1 call."³⁰ However, the 911-related services SCC proposed to provide in 2001 are not the same as Intrado's proposed 911 service here and they differ meaningfully with respect to call origination. SCC customers included ILECs, CLECs and wireless carriers, for whom it intended to deliver originated 911 traffic to AT&T's

²⁶ Specifically, Intrado can transfer calls to "any Intrado served PSAP, to other non-Intrado served PSAPs if the non-Intrado served PSAP's service provider has deployed the selective router-to-selective router feature and is interconnected with Intrado's national network, and to any authorized agency that is directly interconnected to the nationwide Intrado 911/E911 network." AT&T Cross Ex. 4 (Intrado response to AT&T Data Request 20).

²⁷ Directory Assistance Order, para. 22.

²⁸ "A 9-1-1 system should be designed so that a call will never be transferred more than once." 83 Ill. Adm. Code 725.505(g).

²⁹ Indeed, the transferring PSAP *must* remain involved with the call until it is safe to disengage. "At such time as the telecommunicator verifies that the transfer has been completed *and the telecommunicator's services are no longer required*, the telecommunicator may manually release himself from the call." *Id.* (emphasis added). Intrado's Ohio 911 tariff is consistent with this requirement and it reflects the fact that call handling by a PSAP does not usually end at transfer. "The term 'Call Bridging' is preferred because 9-1-1 call handlers rarely transfer calls without staying connected to ensure the call is effectively handled (no 'blind' transfers)." AT&T Ex. 1.0, Sch. PHP-3, P.U.C.O. Tariff No. 1, Sec. 1, Orig. Page 1 (definition of "Call Transfer or Call Bridging").

³⁰ SCC Arbitration at 6.

(then, Ameritech's) selective routing tandems, for transmission to an appropriate PSAP³¹. SCC did not intend to serve PSAPs, the terminators of 911 traffic. AT&T Ex. 1.0 at 20 (Pellerin). In the present case, Intrado's service will begin at the selective router and proceed to the PSAP. Intrado does not intend to "aggregate originating 911 calls from other carriers for delivery to [AT&T's] selective routers," AT&T Ex. 1.0, Sch. PHP-9, and it does not intend to "provide non-wire line telephone exchange service to customers in Illinois." *Id.* Thus, Intrado will not enable 911 call origination for any party³², much less for its subscriber PSAPs (the relevant entity for purposes of Part B of the federal definition of telephone exchange service). Accordingly, the Commission will not repeat here our conclusion in the SCC Arbitration that Intrado originates telecommunications service.

In sum, the Commission finds that Intrado's 911 service does not enable a subscriber to initiate telecommunications service within the meaning of Part B of the federal definition of telephone exchange service.

b) Intercommunicating Service (or "Intercommunication")

As previously noted, while intercommunicating service is not an explicit element of Part B of the statutory definition of telephone exchange service, the FCC regards it as part of the requisite comparability among services under Parts A and B³³. This Commission defers to the FCC's interpretation of the Federal Act. Therefore, Intrado's 911 service must provide intercommunicating service in order to constitute telephone exchange service under either part of the federal definition.

Despite their opposing views of Intrado's 911 service with respect to intercommunication, both Intrado and AT&T cite the same text in the Advanced Services Order: "a service satisfies the 'intercommunication' requirement of section 3(47)(A) as long as it provides customers with the capability of intercommunicating with other subscribers."³⁴ The parties also each rely on the same language in both the

³¹ SCC Arbitration at 5. The Commission notes that its discussion of the SCC proceeding is based solely on the final Arbitration Decision there. Neither the Commission nor the parties can utilize other matter from that docket for decision-making purposes in this case, unless it has been admitted as record evidence here. One mechanism for admitting such matter is administrative notice, pursuant to 83 Ill. Adm. Code 640(2) & (3). Administrative notice was not utilized in this case, and matter filed in Docket 00-0769 did not enter the record here by other means. Consequently, Intrado's citation to its filing in Docket 00-0769 (which we understand to have been made in good faith), appearing in Intrado's RB at 11, fn. 52 (and any similar citation by any participant here), cannot be considered.

³² We note that Intrado is not authorized to provide dial tone in Illinois. In its certification proceeding in this state (as SCC), Intrado expressly stated that it would not supply dial tone, SCC Communications Corp., Application for a Certificate of Authority to Provide Telecommunications Services in Illinois, Dckt. 00-0606, Order at 2 (Dec. 20, 2000) and Amendatory Order, (Jan. 31, 2001) (together, "SCC Certification Order"), and we included that fact in formal findings (Findings 6 & 8) in that case.

³³ "Because we find that the term 'comparable' means that the services retain the key characteristics and qualities of the telephone exchange service definition under subparagraph (A), we reject the argument that subparagraph (B) eliminates the requirement that telephone exchange service permit 'intercommunication' among subscribers within a local exchange area." Advanced Services Order, para. 30.

³⁴ Advanced Services Order, para. 23; cited at Intrado IB at 13 and AT&T IB at 6.

08-0545

Advanced Services Order and the Directory Assistance Order that intercommunicating service "refers to a service that permits a community of interconnected customers to make calls to one another."³⁵

The parties interpret the quoted terms differently, however. AT&T asserts that virtually *all* customers in an exchange area must be able to intercommunicate with virtually *all other* customers in the exchange area via the requesting carrier's service. AT&T IB at 6-7. Intrado argues that the interconnected community need only consist of the intended subscriber (a PSAP) and its potential "customers" (persons needing emergency services) with the exchange area. The issue thus framed by the parties is whether intercommunicating service must inter-link (like a traditional CLEC) all potential subscribers or just the providers and potential users of a niche service (in this case, 911 service).

While the FCC has not precisely defined the scope of intercommunication that a provider must offer to meet the definition of telephone exchange service, the inferences reasonably drawn from the cited FCC decisions do not favor Intrado. In the Directory Assistance Order, on which Intrado places considerable reliance, the FCC concluded that certain DA providers furnish the requisite intercommunication for telephone exchange service³⁶. But, as discussed above, the key attribute of such DA service, the FCC found, is not the basic number look-up function. Rather, it is the call completion service (to the caller's requested telephone number) that certain DA providers offer³⁷. Call completion enables the end-user to reach telecommunications customers beyond the DA service provider.

Thus, nothing in the Directory Assistance Order suggests that performing traditional number look-up service, or establishing a part of the telecommunications pathway for performing that service, constitutes the requisite intercommunication for telephone exchange service. Intercommunication between callers and DA number retrieval systems (or live personnel) is not enough. The caller must be able to communicate, via the DA provider's service, with other interconnected telecommunications customers. Is Intrado's 911 service, then, sufficiently like the call completion service the FCC characterized as an intercommunicating service?

As discussed above, Intrado's planned service permits the personnel of its PSAP customer to receive an inbound emergency call and transfer it, when necessary, to another PSAP. The transferring PSAP remains involved in the call, at least initially, via the conference function. Such transfers are limited to other PSAP's served by Intrado

³⁵ Advanced Services Order, para. 23; Directory Assistance Order, para. 17; cited at Intrado IB at 13 and AT&T IB at 6.

³⁶ The Commission notes that the Directory Assistance Order did not address interconnection under subsection 251(c)(2) of the Federal Act. Rather, the FCC considered whether DA providers furnish telephone exchange service for the purpose of determining their eligibility for nondiscriminatory access to ILEC DA databases under subsection 251(b)(3).

³⁷ Moreover, not all call completion falls within the statutory definition. Call completion has to occur through the DA's own facilities or via resale, with a separate charge to the caller. Directory Assistance Order, para. 22.

(and to non-Intrado PSAPs and related agencies under certain circumstances previously described). Such transfers remain within the designated 911 network (Intrado's or - with connected selective routers - another 911 telecommunications provider's), in order to retain ALI and properly provide the emergency response that the caller seeks. Tr. 74 (Hicks).

The Commission therefore finds that Intrado's call transfer capability is not sufficiently like the call completion service that met the intercommunication test in the Directory Assistance Order. In the DA context, after the caller obtains information from the DA provider, s/he can elect to communicate with a large and diverse number of other telecommunications customers connected to the PSTN in the exchange area (at least those customers with published numbers), for purposes entirely different than the purpose of the initial call to the DA provider (i.e., to obtain a telephone number). In contrast, Intrado's 911 service permits no more than a transfer to another PSAP for further (and joint) handling of the original purpose of the call. Thus, the "community of interconnected customers" made accessible to the DA caller is dramatically different than the single transferee made accessible through Intrado's 911 service³⁸.

In the Advanced Services Order, on which Intrado also relies, the FCC held that telecommunications accomplished through xDSL-based advanced services provide intercommunication (and constitute telephone exchange service)³⁹. The FCC rejected an ILEC's suggestion that the relevant xDSL-based service was analogous to private line service⁴⁰, which is not telephone exchange service. Although an xDSL subscriber must initially designate an internet service provider or other third-party for receipt of high speed data transmissions, the FCC emphasized that the subscriber, "with relative ease," can "rearrange the service to communicate with any other subscriber on [the packet switched] network."⁴¹ The FCC also stressed that the customer can perform that rearrangement without disconnecting service or requesting an additional line. In contrast, a private line subscriber would have to order an additional line to communicate with additional telecommunications customers.

A comparison between xDSL-based advanced services and Intrado's 911 service can be performed from the perspective of the end-user or the PSAP subscriber. For the end-user, 911 service enables communication only with a predetermined PSAP served by Intrado. At most, the PSAP can, in turn, transfer the call to another PSAP (also served by Intrado, unless there are connected selective routers). Transfer is not at the end-user's behest, and the end-user, by design, cannot communicate with any other person or entity via 911 dialing. From the PSAP's perspective, call transfer is the only

³⁸ Curiously, after repeatedly comparing 911 callers to DA callers, for the purpose of showing that its 911 service provides intercommunication, Intrado IB at 13-16, Intrado asserts on exceptions that "[a]nalysis of Intrado's 911 service should *not* be from the perspective of the 911 caller." Intrado BOE at 4 (emphasis added).

³⁹ Advanced Services Order, para. 24.

⁴⁰ Private line service is "a service whereby facilities for communications between two or more designated points are set aside for the exclusive use or availability of a particular customer and authorized users during stated periods of time." 47 CFR §21.2.

⁴¹ Advanced Services Order, para's. 24 & 25.

enabled and permissible outbound telecommunications option under Intrado's service. Any other outbound call, including a call-back to the end-user, requires an additional administrative line over the PSTN. Indeed, the PSAP cannot communicate *with anyone* via 911 service except as a call recipient. Thus, the PSAP and 911 caller cannot "make calls to one another," as the Advanced Services Order requires for intercommunication⁴².

The Commission finds it significant that the FCC did not reject the ILEC argument in the Advanced Services Order that "services offered over a predesignated transmission path do not constitute telephone exchange service."⁴³ Rather, it found the cases cited in support of that argument "readily distinguishable," because the services involved in those cases were offered via private lines. While AT&T implies that Intrado's 911 service is equivalent to private line service, AT&T RB at 7, the Commission need not and does not reach that conclusion. For our purposes here, we simply determine that Intrado's 911 service is not sufficiently similar to xDSL-based advanced services to sustain a finding, based on the Advanced Services Order, that Intrado's 911 service provides intercommunication. The services involved in the Advanced Services Order afforded the end-user subscriber substantially greater access to, and control over, communication with other subscribers and end-users than does Intrado's 911 service, which enables communication solely between end-users and a designated PSAP (with possible call transfer to another PSAP).

That said, the Commission is mindful of Intrado's recommendation to interpret these FCC decisions broadly, with a predilection toward fostering competitive entry. That is a constructive request, and the Commission has endeavored to ascertain the meaning of each relevant decision as a whole. Intrado is correct that the FCC has construed the Federal Act in a manner that accommodates technological advancement and advanced product offerings. The FCC has not, however, relaxed the intercommunication requirement.

In the Advanced Services Order, for example, the FCC determined that, "in this era of converging technologies," it would not limit the federal definition to voice service⁴⁴ and it would construe the law to include packet switching (along with the traditional circuit switching). But the FCC did not modify the scope of the "community of interconnected customers"⁴⁵ necessary for telephone exchange service. To the contrary, it reiterated that it had "long interpreted the traditional telephone exchange definition to refer to 'the provision of individual two-way voice communication by means of a central switching complex to interconnect *all subscribers* within a geographic area.'"⁴⁶ And the FCC twice expressly stated in the Advanced Services Order that xDSL-based service permitted interconnection because a customer could reconfigure

⁴² *Id.*, para. 23.

⁴³ *Id.*, para 25.

⁴⁴ *Id.* at 21.

⁴⁵ *Id.* at 23.

⁴⁶ Advanced Services Order, para. 20, (emphasis added), citing, among other cases, its post-1996 decision in Application of Bell South for Provision of In-Region, InterLATA Services in Louisiana, 13 FCC Rcd. 20599, 20621 (1998) ("Bell South Order").

08-0545

the service "to communicate with *any other customer*" located on the packet-switched network.⁴⁷

The Directory Assistance Order relies upon the Advanced Services Order without explicitly or implicitly altering the treatment of intercommunication contained in the latter decision. When the FCC says, in the Directory Assistance Order, that the call completion feature of some DA services allows "an interconnected community of customers to make calls to one another,"⁴⁸ it is plainly referring to call recipients other than the DA service itself (the functional equivalent of the PSAP in this analysis).

Consequently, the Commission does not agree with Intrado that "911 callers, PSAPs and first responders," Intrado IB at 14, constitute an interconnected community within the meaning of the FCC orders discussed here. We need not adopt AT&T's concept of the interconnected community - virtually *all* telephone subscribers in an exchange area (an effectively impossible standard for any carrier today) - to conclude that the interconnected community, for purposes of defining telephone exchange service, encompasses a more varied inter-customer communication than an inbound-only hub-and-spoke arrangement in which all calls must end with the hub PSAP (or another PSAP via call transfer).

This is not a question, as Intrado suggests (Intrado RB at 6), of whether intercommunication is limited to voice communication or whether non-traditional services or technologies can provide interconnection. The FCC decisions discussed here have already answered those questions. The real issue posed by the intercommunication requirement is whether telecommunications customers have access to a multiplicity of other customers of their own choosing within the exchange area. The x-DSL service in the Advanced Services Order and the call completion service in the Directory Assistance Order supply such access, while Intrado's 911 service does not.

The Florida Commission did not directly address intercommunication, since it rejected Intrado's petition for lack of call origination. The Ohio Commission found that intercommunication via Intrado's 911 service is "minimal" but nonetheless sufficient for telephone exchange service, because the Federal Act does not "quantify" intercommunication⁴⁹. The FCC, however, *has* analyzed intercommunication quantitatively, in the sense of requiring inter-access among multiple customers through the telecommunications provider's system, not mere one-way communication to a single end-point. Again, in both the Advanced Services Order and the Directory Assistance Order, the FCC describes the intercommunication necessary for telephone exchange service as enabling "a community of interconnected customers to make calls to one another."⁵⁰ Thus, as the FCC has viewed it to date (and Intrado has premised its case in large measure on the FCC's construction of the Federal Act), intercommunication involves cross-communication among a multiplicity of end-points.

⁴⁷ *Id.*, para. 24 & para. 25, fn. 61 (emphasis added).

⁴⁸ Directory Assistance Order, para. 17.

⁴⁹ Ohio Arbitration, *supra*, at 15.

⁵⁰ Advanced Services Order, para. 23; Directory Assistance Order, para. 21.

Accordingly – and as we did with regard to call origination – the Commission will diverge from the result we reached with respect to intercommunication in the SCC Arbitration. In that docket, we said that “SCC transports a portion of an Emergency 9-1-1 call” and found that sufficient for intercommunication. SCC Arbitration at 6. There are important differences between that case and this one. Intrado has altered its array of services, the Directory Assistance Order was not analyzed in our 2001 Order and, as AT&T observes, our 2001 Order can be fairly read to have assigned to AT&T’s predecessor the burden of proof and persuasion regarding intercommunication. AT&T IB at 14. Nonetheless, the Commission did say in the SCC Arbitration that transport of 911 calls constituted intercommunication and we expressly acknowledge that we are revising our position here. Transport of 911 calls from an ILEC’s 911 tandem to a terminating PSAP, by itself, is not intercommunication under the Federal Act, as interpreted by the FCC. Unlike the call completion service in the Directory Assistance Order, terminating 911 transport does not interconnect a community. It delivers a single-purpose communication to a pre-designated termination point.

c) Service Within a Telephone Exchange or Connected Exchange System of the Character Ordinarily Furnished by a Single Exchange

Part A of the federal definition of telephone exchange service also requires “service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge.” With regard to the first clause in this quotation, the FCC said that “‘exchange service’ generally refers to service within local calling areas which is covered by an exchange service charge, as distinct from ‘toll service’ between exchanges for which there is a separate additional charge.”⁵¹ In more common parlance, service within a telephone exchange is “local” calling.

The second clause in the quoted text refers to a group of exchanges that are treated like a single exchange, for reasons of public policy or local custom (often denominated as “extended [or expanded] area service”). In such circumstances, calls that traverse exchange boundaries within the connected group of exchanges are still “local.”

The FCC also said that, “[t]he concept of an exchange area is based on geography and regulation, not equipment. An exchange might have one or several central offices.”⁵² Consequently, the FCC differentiates between local (telephone exchange) service and toll (exchange access) service by “looking to the end points of the communication,”⁵³ to determine whether they are in the same geographic unit.

⁵¹ Advanced Services Order, para. 17, fn. 42.

⁵² Bell South Order, 13 FCC Rcd. 20623, fn. 68.

⁵³ Advanced Services Order, para. 16.

Thus, to constitute telephone exchange service, a service must enable calling from one point within the geographic exchange area to another point in that area.

Applying the foregoing principles to the xDSL service in the Advanced Services Order, the FCC determined that some xDSL traffic terminated locally (and was, therefore, telephone exchange service) and some did not (and was, therefore, classifiable as exchange access). Importantly, however, the fact that xDSL-based communications could fall into either category did not mean that ILECs were excused from the obligations imposed on them by subsection 251(c), including interconnection. Rather, *insofar as xDSL was terminated locally*, the FCC expressly found that the duties associated with local exchange service were applicable⁵⁴. The FCC reiterated this principle in the Directory Assistance Order. The “ability [to provide exchange access] does not cancel or otherwise nullify the telephone exchange service that the DA provider has the ability to provide.”⁵⁵

Thus, even assuming for the sake of argument that Intrado’s proposed 911 service would handle some calls that terminated beyond the local exchange area, the service would still constitute local exchange service (if it satisfied the other elements of the federal definition), *to the extent that* the service enabled local calling. There is no question that Intrado’s 911 service will facilitate 911 calls that originate and terminate within the same exchange area. Indeed, 911 service is essentially local, since its core purpose is to link the caller to the responders that can most quickly and readily provide assistance. Thus, Intrado satisfies the “geographic” element in the federal definition of local exchange service, and it does not matter, in this context, that it might also facilitate 911 calling to PSAPs outside the local exchange area⁵⁶.

d) Exchange Service Charge

The federal definition of telephone exchange service additionally requires that the service within the pertinent exchange area be covered by the “exchange service charge.” This requirement is difficult to apply, because the FCC has not been entirely clear about its purpose or its contours. For example, in the Advanced Services Order, the FCC stated that the exchange service charge “comes into play only for the purposes of distinguishing whether or not a service is a local (telephone exchange) service, by

⁵⁴ For clarity: in the Advanced Services Order, the principal proponent of the argument that xDSL is not telephone exchange service was an ILEC that provided xDSL. The ILEC did not want such service classified as either telephone exchange service or exchange service, so that the unbundling requirements of subsection 251(c)(3) would be inapplicable. Thus, the Advanced Services Order was not addressing the nature of a CLEC’s competitive services and it was not about interconnection (except insofar as interconnection would be an additional ILEC obligation if xDSL constituted either telephone exchange service or exchange access).

⁵⁵ Directory Assistance Order, para. 19, fn. 54.

⁵⁶ In fact, Intrado would be entitled to interconnection under subsection 251(C)(2)(A) if it provided *both* telephone exchange service and exchange access. However, it expressly denies that it will offer exchange access, Tr. 109 (Spence-Lenss), and, as we hold above, it does not satisfy other elements of the federal definition of telephone exchange service.

virtue of being part of a 'connected system of exchanges,' and not a 'toll' service."⁵⁷ To that extent, the FCC seems to conflate the exchange service charge component of the federal definition with the telephone exchange boundary component discussed in the preceding section of this Decision.

The FCC also said in the Advanced Services Order that the name or title of a service in a carrier's bills does not determine whether it is an exchange service charge. "[I]n a competitive environment, where there are multiple local service providers and multiple services, there will be no single 'exchange service charge.'"⁵⁸ The FCC adopted this approach to preclude ILECs from distorting the nature of a charge by simply calling it something other than an exchange service charge⁵⁹. However, the FCC also noted that it was describing a service that "otherwise satisfies the telephone exchange service definition."⁶⁰ Thus, while billing nomenclature does not determine the nature of the service, the functionality of the service does. Charges associated with a service that is equivalent to the service a subscriber receives for a traditional exchange service charge satisfy the federal definition.

Applying the foregoing principles in the Advanced Services Order, the FCC concluded that an x-DSL charge constituted an exchange service charge, because "an end-user obtains the ability to communicate within the equivalent of an exchange area as a result of entering into a service and payment agreement with a provider of a telephone exchange service."⁶¹ In the Directory Assistance Order, the FCC, relying expressly on the principles articulated in the Advanced Services Order, found that the per-call charge paid by an end-user for DA call completion was also an exchange service charge, primarily because call completion was "unquestionably local in nature."⁶²

In the present case, Intrado's potential customers would be PSAPs, not end-users. Are the rates that an Intrado-served PSAP would pay for 911 service analogous to an end-user's exchange service charge? Because Intrado's 911 service does not "otherwise satisf[y] the telephone exchange service definition" (because it does not enable call origination or intercommunication), it is not analogous. However, if Intrado's 911 service did satisfy the other elements of the federal definition, the Commission, mindful of the FCC's particularly flexible treatment of the exchange service charge in the Advanced Services Order and the Directory Assistance Order, would likely take a different view of Intrado's 911 charge. That is, if a service that enables only inbound calls from points throughout an exchange area to a single termination point were deemed to provide call origination and intercommunication, we would likely hold that the associated rate constitutes an exchange service charge.

⁵⁷ Advanced Services Order, para. 27. (The FCC reiterated this principle in the Directory Assistance Order, at para. 19.)

⁵⁸ *Id.*, para. 28.

⁵⁹ Again, as mentioned in an earlier footnote, the Advanced Services Order involved an ILEC's services, not a competitor's.

⁶⁰ Advanced Services Order, para. 28.

⁶¹ *Id.*, para. 27. (The FCC also repeated this principle in the Directory Assistance Order, at para. 19.)

⁶² Directory Assistance Order, para. 19.

The Commission notes that our assessment of this element of the federal definition is largely abstract, since Intrado's recurring 911 service charges are only described summarily in the tariff in evidence here⁶³. Consequently, irrespective of our conceptual view of what constitutes an exchange service charge within the meaning of the federal definition and the cited FCC cases, the Commission could not, on the present record, definitively determine that Intrado's proposed 911 rates include a charge that is, in fact, an exchange service charge.

e) Comparison to AT&T'S 911 Service

In addition to its argument that its own proposed 911 service falls within the federal definition of telephone exchange service, Intrado emphasizes that AT&T's 911 service is much like Intrado's and is referred to in AT&T's tariffs as a "telephone exchange communication service." Intrado IB at 20. This is further proof, Intrado says, that its own service is telephone exchange service.

The Commission does not agree that the text in AT&T's tariff is significant or that it permits the inference Intrado makes. The tariff language and the federal definition, while similar, are differently worded and there is no apparent reason to assume that AT&T was trying to track the federal definition. Since "telephone exchange communication service" is not a statutory term in either Illinois or federal law, we accept AT&T's explanation that it is merely a functional description of the service⁶⁴.

A more substantial concern is whether AT&T's comparable 911 service enables either call origination or intercommunication. The tariff suggests it does not. Although it is a detailed document, the tariff (and the service it contemplates) can be fairly summarized (like Intrado's comparable 911 service) by one of its "Terms and Conditions" - "911 Service is furnished to the customer only for the purpose of *receiving* reports of emergencies from the public."⁶⁵

Also, whether AT&T provides telephone exchange service is not dependent upon the nature of its 911 service. AT&T is an ILEC, and it unquestionably supplies telephone exchange service, apart from its 911 offerings. If, however, AT&T (like Intrado) proposed to provide *only* the 911 service described in its tariff, the Commission

⁶³ AT&T Ex. 1, Sch. PHP-3, P.U.C.O., Tariff No. 1, Sec. 5, Orig. Page 11 ("Intelligent Emergency Network Rates and Charges"). In Intrado's Ohio tariff (which Intrado describes as similar to its Illinois tariff), the precise elements that comprise recurring services such as 911 Routing Service and ALI Management Services are not delineated. Moreover, these services are priced on an individual case basis. Also, the Commission cannot determine whether these services involve usage-sensitive pricing, but such pricing can properly be included within an exchange service charge. Bell South Order, 13 FCC Rcd at 20623.

⁶⁴ "[The AT&T tariff] refers to 'telephone exchange communication service' because it is a communication service that is offered in an exchange." AT&T RB at 14.

⁶⁵ Intrado Ex. 4 (Spence-Lenss), Attach. 3 (AT&T tariff, Ill. C.C. No. 20, Part 8, Sec. 3, 1st Revised Sheet No. 10, Sec. C ("Terms and Conditions"), sub. 2 (emphasis added).

would likely reach the same conclusion it reaches today concerning Intrado's 911 service⁶⁶.

f) The Pro-Competitive Policy in Applicable Law

More generally (as we noted earlier), Intrado has called upon this Commission to consider its arbitration Petition in light of the pro-competitive policies and intentions embedded in both federal and Illinois law. Additionally, Intrado stresses the critical importance of reliable 911 service, emphasizing the technological innovations Intrado's 911 service ostensibly includes. The Commission agrees with Intrado's view of applicable telecommunications and public safety policies, and we have no reason to doubt the quality of Intrado's 911 services (or, for that matter, the quality of AT&T's 911 services). The Commission is therefore receptive to statutory interpretation that advances the law's intentions and enhances public safety.

Nevertheless, the Commission is neither willing nor authorized to expand the specific provisions of the law beyond their apparent meaning. The Congress did not say that *any* market entrant is entitled to interconnection under subsection 251(c)(2). Rather, it described the entrants entitled to such interconnection with particularity. Irrespective of this Commission's interest in expanding competition, we cannot exceed the limits established by the Congress.

The Commission observes that Intrado chose its business model with full knowledge of the Federal Act. Its efforts to obtain interconnection under the Federal Act for that business model have not been entirely successful, at least thus far. It may occur that Intrado will modify its business plan to obtain interconnection more readily. It may also occur that the FCC, whether in its own right or through its Wireline Bureau, will construe the Federal Act differently than we do here. In either case, this Commission would certainly consider another interconnection request with those new circumstances in mind. Today's result is limited to the record in this particular case and the current state of the law, including the absence of an FCC ruling regarding the status of stand-alone 911 service as "telephone exchange service."

g) Commission Discretion to Arbitrate

As an alternative to its preferred outcome (rejection of Intrado's request for interconnection under subsection 251(c)(2)), AT&T contends that the Commission has discretion under the Federal Act to decline to entertain Intrado's interconnection Petition. AT&T IB at 14. Intrado disagrees. Intrado RB at 13, fn. 62. AT&T does not cite authority expressly conferring discretion on the state commissions. Instead, AT&T apparently relies on what it believes to be the absence of compulsory language in subsection 252(b) of the Federal Act (even though the title of that subsection is "Agreements Arrived at Through Compulsory Arbitration"). However, AT&T overlooks subsection 252(b)(4)(C), which provides that "[t]he State commission *shall* resolve each

⁶⁶ Indeed, AT&T states (albeit for purposes of this litigation) that its 911 service is not a telephone exchange service. AT&T RB at 15.

issue set forth in the petition and the response...and *shall* conclude the resolution of any unresolved issues not later than 9 months after the date on which the local exchange carrier received the request under this section.” (Emphasis added). “Shall” is a compulsory term in a statute. It precludes discretion with regard to what “shall” be done. Unless there is precedent from the FCC or a superior court that interprets the Federal Act differently on this point (and AT&T has not cited any), the Commission cannot decline to consider Intrado’s Petition.

That said, the Commission recognizes that the State Corporation Commission of Virginia “deferred” Intrado’s comparable interconnection petitions in that state to the FCC⁶⁷. The Virginia Commission concluded that the FCC was “the more appropriate agency” to determine the threshold issue of Intrado’s right to interconnection under Section 251⁶⁸. That commission cited a Virginia statute that apparently provides discretion to defer arbitration issues. It is not clear how a state statute trumps the mandatory federal provision quoted above, but, in any event, the Virginia Commission dismissed the petitions there (an action that arguably constitutes the resolution of issues contemplated by subsection 252(b)(4)(C)). After dismissal, Intrado successfully petitioned the FCC, under subsection 252(e)(5) of the Federal Act, to assume preemptive jurisdiction of Intrado’s Virginia interconnection petitions, on the ground that the state commission had “fail[ed] to carry out its [arbitration] responsibility,” as subsection 252(e)(5) stipulates. The FCC’s Wireline Competition Bureau issued orders preempting the Virginia Commission⁶⁹.

We will not defer this proceeding to the FCC. As stated above, this Commission does not possess the authority to refrain from resolving the issues framed by the parties. Intrado’s Virginia arbitrations were preempted by the FCC pursuant to Intrado’s petitions under subsection 252(e)(5), and we assume that deferral by us would be similarly regarded as a failure to arbitrate. Moreover, we believe that, like the Florida Commission, we have correctly interpreted and applied the Federal Act by concluding that Intrado’s proposed 911 service is not telephone exchange service within the meaning of the federal definition. And since the Virginia Commission’s deferral has already caused that threshold issue to be presented to the FCC, deferral by this Commission would add nothing to the process of discerning the Federal Act’s meaning. The FCC’s Wireline Competition Bureau will issue a decision and it will resonate among

⁶⁷ E.g., Petition of Intrado Comm. of Virginia Inc. for Arbitration to Establish an Interconnection Agreement with Central Telephone Co. of Virginia d/b/a Embarq and United Telephone-Southeast, Inc. d/b/a Embarq, under Sec. 252(b) of the Telecommunications Act of 1996, Order of Dismissal, Feb. 14, 2008.

⁶⁸ *Id.*, at 2. Although the Virginia Commission focused on the threshold issue of Intrado’s interconnection rights, it deferred to the FCC all of the issues presented by the arbitrating parties.

⁶⁹ The procedural history of the FCC’s preemption of Intrado’s Virginia petitions is summarized in the Wireline Competition Bureau’s December 9, 2008 Order that consolidates Petition of Intrado Comm. of Virginia Inc. Pursuant to Sec. 252(e) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Arbitration of an Interconnection Agreement with Central Telephone Co. of Virginia and United Telephone-Southeast, Inc., FCC WC Dckt. 08-33, and Petition of Intrado Comm. of Virginia Inc. Pursuant to Sec. 252(e) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Arbitration of an Interconnection Agreement with Verizon South Inc. and Verizon Virginia Inc., FCC WC Dckt. 08-185.

08-0545

the state Commissions (including this one)⁷⁰. Furthermore, by issuing a final arbitration decision, we enable Intrado to seek review in the federal District Courts under subsection 252(e)(6), thereby obtaining additional federal guidance on the meaning of the Federal Act.

h) Summary – “Telephone Exchange Service”

Intrado’s 911 service is not telephone exchange service within the meaning of the federal definition in §153(47). It does not enable its PSAP customers to originate calls, as required by Part B of that definition. It does not facilitate intercommunication, whether by its PSAP customers or by the end-users initiating emergency calls, as required by Parts A and B of that definition. It does provide service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area (even if it also provides service beyond an exchange area). It appears to furnish service under an exchange service charge (although the precise nature of its recurring charges cannot be confirmed by the evidentiary record). Based on the foregoing conclusions, the Commission resolves this issue as AT&T recommends, concluding that AT&T has no duty to interconnect with Intrado under subsection 251(c)(2) of the Federal Act.

i) Subsection 251(a) of the Federal Act

The ALJ’s Proposed Arbitration Decision (“PAD”) in this case contained the same summary and conclusions regarding subsection 251(c)(2) that appear in the immediately preceding subsection of this final Arbitration Decision. In its Exceptions to the PAD, Intrado argued that even if the Commission rules out arbitration under 251(c), it should nonetheless resolve the other arbitration issues in this case under the rubric of subsection 251(a)⁷¹. Intrado BOE at 6-10. Intrado correctly emphasizes that subsection 251(a) of the Federal Act requires all carriers to interconnect. Intrado also accurately recounts our prior decisions obligating ILECs to both negotiate⁷² and arbitrate⁷³ under 251(a) to accomplish such interconnection with a telecommunications carrier. Intrado stresses that subsection 251(a) - unlike subsection 251(c) - does not oblige the carrier requesting interconnection to provide telephone exchange service.

⁷⁰ When the FCC preempts a state arbitration under subsection 252(e)(5), it “assume[s] the responsibility of the State Commission...and act[s] for the State Commission,” not in its own right. Moreover, decisions are rendered by the FCC’s Wireline Competition Bureau, rather than by the FCC Commissioners. Nevertheless, the Bureau’s decisions are accorded considerable persuasive weight and frequent citation by the state commissions. Thus, with a successful outcome before the Bureau, Intrado would presumably re-petition for interconnection in states that had rejected its original request.

⁷¹ Staff correctly points out that Intrado failed to comply with the requirement in 83 Ill. Adm. Code 761.430(b) that exceptions to a PAD must be accompanied by proposed replacement language. Staff RBOE at 1. Nonetheless, because Intrado’s request for application of subsection 251(a) raises important legal and policy issues, the Commission will address it despite the procedural deficiency.

⁷² Cambridge Telephone Co. et al., Petition for Declaratory Relief and/or Suspension or Modification Relating to Certain Duties Under Sections 251(b) and (c) of the Federal Telecommunications Act, Dckt. 05-0259, Order, July 13, 2005 (“Cambridge Telephone”).

⁷³ Sprint Communications LP, Petition for Consolidated Arbitration with Certain Illinois ILECs Pursuant to Section 252 of the Telecommunications Act of 1996, Dckt. 05-0402, Order, Nov. 8, 2005.

Intrado recites our own observation that subsection 251(a) "contains no restrictions on who may interconnect with whom."⁷⁴ Based on these points, as well as on the subsection 251(a) negotiations and arbitrations required by other state commissions⁷⁵, Intrado urges this Commission to exercise the authority conferred by subsection 251(a) to address the specific interconnection disputes in the other issues presented here.

The Commission cannot do what Intrado requests. Whether or not Intrado can request negotiation and arbitration under 251(a), and whether or not the Commission has the authority to conduct such arbitration, Intrado has not properly invoked that authority here. Under subsection 252(b)(4)(A) of the Federal Act, the "[s]tate commission *shall limit* its consideration...to the issues set forth in the petition and in the response."⁷⁶ Issue 1 in this proceeding does not address subsection 251(a). Rather, it expressly asks whether Intrado has an interconnection right *under subsection 251(c)*. And that is, in fact, the question addressed by the parties. "Specifically, Intrado asks the Commission to find [that]...*Section 251(c) provides the appropriate framework for interconnection arrangements* between competitors like Intrado and ILECs like AT&T." Intrado IB at 6 (emphasis added). "This case involves a petition for Section 252(b) arbitration between a requesting carrier and an ILEC regarding a request for interconnection *under Section 251(c)(2)*." AT&T IB at 1 (emphasis added).

Consequently, both Staff and AT&T oppose Intrado's recommendation to arbitrate issues under 251(a). "There are...no open issues under Section 251(a) properly before the Commission to resolve. The Commission should therefore decline Intrado's eleventh-hour invitation to arbitrate Section 251(a) issues for which Intrado declined to seek arbitration." Staff RBOE at 2-3. "Because there was no request to arbitrate any issue regarding Section 251(a) and no request for interconnection under Section 251(a), there is no 'open issue' regarding Section 251(a) and thus nothing that the Commission could lawfully decide." AT&T RBOE at 8.

Indeed, Intrado has strenuously opposed any agreement other than a subsection 251(c) agreement throughout this proceeding. "AT&T's proposal that Intrado can operate pursuant to a non-section 251(c) agreement with AT&T should likewise be rejected." Intrado RB at 14. The entire thrust of Intrado's presentation in this case is that it proposes to compete with AT&T for PSAP customers and that "ILEC-to-competitor relationships are governed by Section 251(c)." *Id.* at 27. Intrado could have, as an alternative basis for interconnection, framed an arbitration concerning its rights under subsection 251(a). It was certainly aware of prior state commission precedent with respect to subsection 251(a) arbitration⁷⁷. Instead, Intrado placed its entire bet on

⁷⁴ Cambridge Telephone, at 13.

⁷⁵ See, cases cited in Intrado's BOE at 8, fn. 34 (from the public utility commissions in California, Indiana, Iowa, New York, North Dakota and Washington).

⁷⁶ 47 U.S.C. 252(b)(4)(A) (emphasis added).

⁷⁷ Footnote 14 to this Arbitration Decision discusses *Intrado's own experience* regarding subsection 251(a) before the Ohio Commission. Footnote 66, above, concerns several state commission arbitration decisions discussing subsection 251(a), all cited in Intrado's BOE. Footnote 64 identifies an arbitration conducted by *this Commission* under subsection 251(a), which Intrado also cites in its BOE. We note

the success of a request under subsection 251(c). Consequently, no issue regarding 251(a) arbitration was presented to satisfy the requirements of subsection 252(b)(4)(A) - and, as a matter of fair process, neither AT&T nor Staff were apprised of the need to address such an issue⁷⁸.

Furthermore, the difference between the rights and duties of parties to subsection 251(a) arbitration, as contrasted with subsection 251(c) arbitration, are hardly trivial. Subsection 251(c) affords a requesting carrier certain rights that are more advantageous than the rights afforded by subsection 251(a). For example, subsection 251(c)(2)(B) of the Federal Act requires an ILEC to allow interconnection "at any feasible point within" the ILEC's network. This enables a competitor to choose the feasible interconnection point most favorable to its interests. Subsection 251(a), by its terms, does not impose the same duty on an ILEC⁷⁹. Thus, certain disputes under 251(a) would be governed by different regulations, precedents and principles than those applicable to 251(c) disputes.

In the instant case, the parties in fact framed and argued their issues entirely under subsection 251(c). This is particularly so with respect to two of the most significant issues in this arbitration (as measured by the attention they have received in the parties' testimonies and briefs) - issues 7 and 10⁸⁰. For Issue 7 (which pertains to selective E911 call routing when multiple PSAPs are served by a single AT&T end office), Intrado specifically relies on principles embedded in 251(c), particularly technical feasibility and the "equal in quality" requirement in subsection 251(c)(2)(C). Intrado IB at 41-49. AT&T's response is similarly grounded in 251(c). AT&T RB at 28-34. Likewise, Intrado's federal law arguments for Issue 10 (which concerns whether AT&T is required to establish points of interconnection on Intrado's network) are completely based on subsection 251(c)⁸¹, as is AT&T's reply⁸². Consequently, these specific issues are neither presented for resolution, nor argued in fact, under subsection 251(a).

Additionally, the Commission observes that Intrado does not acknowledge that its belated attempt to transform this proceeding into a subsection 251(a) arbitration contradicts Intrado's fundamental position in this and other states. Intrado expressly declared that it "cannot provide 911/E911 services in Illinois today...without interconnection to the PSTN *pursuant to 251(c)*." Intrado IB at 23 (footnote omitted)

that the requesting carrier in that case expressly sought arbitration under 251(a); it was not an eleventh-hour or "fallback" request after recommended denial of 251(c) arbitration.

⁷⁸ Like Intrado, AT&T was also aware that subsection 251(a) might have been introduced in this arbitration, and AT&T relied - fairly - on its understanding that disputes under that subsection had not been presented to the Commission ("Neither Intrado nor AT&T has sought interconnection under Section 251(a) or arbitration of any issue related to Section 251 (a)," AT&T RB at 39, fn. 29).

⁷⁹ Subsection 251(a) contemplates direct or indirect interconnection. The precise contours of the subsection 251(a) interconnection requirement - as distinct from the subsection 251(c) interconnection requirement - were addressed (among other issues) in Docket 05-0402, cited above, at 23-29.

⁸⁰ The resolution of these issues would also affect the outcome of certain other issues (e.g., Issue 8).

⁸¹ E.g., "[Intrado's preferred interconnection configuration] is the standard of interconnection to be applied pursuant to Section 251(c)(2)(C) under a request for interconnection to provide competitive 911 services to PSAPS." Intrado IB at 60 (emphasis added); and more generally, Intrado IB at 53-65.

⁸² AT&T RB at 38-41.

(emphasis added). It would have been instructive for Intrado to explain why it now believes it can furnish competitive 911 service under the less generous terms and conditions available for subsection 251(a) interconnection. Similarly, Intrado could have constructively discussed why it now believes that subsection 251(a) interconnection is lawful for Intrado's proposed services. Intrado, which describes itself as AT&T's competitor⁸³, told the Ohio Commission (in *opposition to* that commission's *sua sponte* application of subsection 251(a)) "that Section 251(c), not Section 251(a), governs all ILEC-competitor interconnections."⁸⁴ The absence of such explanation hardly compels this Commission to resort to subsection 251(a), particularly when specific disputed issues and Intrado's arbitration request in general are specifically predicated on subsection 251(c).

AT&T presents an additional and significant argument against subsection 251(a) arbitration – that the Federal Act does not authorize the state commissions to arbitrate disputes arising under that subsection. "[I]ssues purportedly arising under Section 251(a), which does not involve ILECs in particular or any of the special obligations imposed on ILECs...are not subject to compulsory arbitration under Section 252(b)." AT&T RBOE at 12. In fact, AT&T contends, the Federal Act (as least in subsection 251(c)(1)) does not even require an ILEC to *negotiate* with respect to the interconnection obligations imposed on carriers by subsection 251(a). *Id.* "[H]ence the only issues that can be subject to compulsory arbitration under Section 252(b), are those involving obligations on an ILEC under Sections 251(b) and (c)." *Id.* (relying in large measure on a U.S. District Court case in Texas)⁸⁵.

Despite AT&T's arguments, the Commission will not render an opinion on the nature or scope of subsection 251(a) arbitration here. Doing so would contradict our determination that 251(a) arbitration is not part of this proceeding, having never been requested by either party for any issue in the Petition or Response. The fact that 251(a) arbitration was *first* discussed in briefs on exceptions does not merely support that determination; it also demonstrates that this critical threshold issue has not received the thorough analysis it would have undergone had it been framed as a disputed issue at the outset of the case (as it should have been to qualify for arbitration under the Federal Act).

⁸³ "Intrado will be a direct competitor of AT&T in Illinois." Intrado Ex. 4 at 5.

⁸⁴ Petition of Intrado Communications, Inc. for Arbitration to Establish an Interconnection Agreement with Cincinnati Bell Telephone Company, P.U.C.O. Case No. 08-537-TP-ARB, Entry on Rehearing (Jan. 14, 2009) at 3 (para. 5). The Commission notes that AT&T's RBOE in this case was accompanied by a document that Intrado filed in the cited Ohio proceeding, along with another document from a similar proceeding. Those documents were not offered as evidence in this proceeding, and administrative notice was not requested. Accordingly, they were not considered by the Commission in this docket. Our discussion of events in the cited Ohio proceeding is based solely on the Ohio Commission's orders.

⁸⁵ Sprint Communications Co. v. Public Utility Commission of Texas, 2006 WL 4872346 (W.D. Tex. 2006). AT&T also disagrees with Intrado's view of the meaning of several state commission decisions (cited in Intrado's BOE at 8, fn. 34) relating to arbitration under subsection 251(a). AT&T RBOE at 15, fn. 11. Additionally, AT&T cites two commission decisions rebuffing subsection 251(a) arbitration (Colorado and West Virginia). *Id.* at 17-18.

Thus, nothing in this Arbitration Decision is intended to preclude Intrado from requesting interconnection under subsection 251(a), from requesting negotiation of issues associated with such interconnection (or issues pertaining to any other matters governed by 251(a)), or from requesting arbitration before this Commission. Should Intrado seek such arbitration, the Commission would perform its duty to resolve issues properly framed in accordance with Section 252, including the threshold issue of whether interconnection disputes under subsection 251(a) can or must be arbitrated by a state commission pursuant to the Federal Act. Without intending to prejudge that threshold issue in any respect, the Commission notes (as mentioned above) that we have previously arbitrated interconnection issues under the rubric of subsection 251(a)⁸⁶.

Issues 2-5, 7-12, 15, 17-18, 22-29, 33-36

The Commission resolved Issue 1, above, with the finding that AT&T has no duty to interconnect with Intrado pursuant to subsection 251(c)(2) of the Federal Act, because Intrado's proposed 911 service is not "telephone exchange service" within the meaning of the federal definition at 47 USC §153(47). Accordingly, no mandatory ICA will emanate from this arbitration. It necessarily follows that the ICA terms proposed by the parties in connection with the other issues in this proceeding cannot be approved. Therefore, in order to implement subsection 252(c)(1) of the Federal Act, which mandates that our resolution of open issues "meet the requirements of Section 251," the Commission resolves each of the other issues in this arbitration with the finding that no proposed ICA language is consistent with the requirements of Section 251, since no ICA is required under subsection 251(c)(2). All disputes regarding proposed ICA terms have been rendered moot and superfluous by our resolution of Issue 1.

V. STAFF'S REQUEST FOR A GENERIC PROCEEDING

Staff requests a Commission directive to prepare a report and draft order initiating a generic proceeding for issues relating to competitive 911 service. Staff asserts that this arbitration "raises issues that implicate the rights and interests of numerous entities" outside the case. Staff IB at 36. Presumably, Staff is principally referring to the PSAPs/ETSBs that manage and fund the 911 system, and the incumbent 911 telecommunications providers whose systems might require modification as competitive providers emerge. Staff's testimony suggests some of the issues that might be constructively addressed in a generic proceeding (such as modification of existing ETSB system planning), and posits further that 83 Ill. Adm. Code 725 might need to be revised to accommodate competitive entry for 911 service. Staff Ex. 3 (Schroll).

Staff's interest in a comprehensive approach to 911 competitive entry is patently sensible. In view of Intrado's revised contention that interconnection agreements between competitive 911 providers and ILECs can be formed under subsection 251(a),

⁸⁶ Sprint Communications LP, Petition for Consolidated Arbitration with Certain Illinois ILECs Pursuant to Section 252 of the Telecommunications Act of 1996, Dckt. 05-0402, Order, Nov. 8, 2005.

and in view of AT&T's asserted willingness to accomplish interconnection through a commercial agreement (which AT&T apparently does not regard as a 251(a) agreement), additional competitive 911 providers might well seek to serve Illinois ETSBs. Given that likelihood, we concur with the Florida Commission that "there may be potential unintended consequences that affect more than just the current parties [to arbitration],"⁸⁷ and that "all potentially affected parties should be consulted and afforded an opportunity to weigh in."⁸⁸ Furthermore, as Staff correctly notes, we are charged by the terms of the Emergency Telephone Safety Act⁸⁹ with establishing technical and operational standards to govern the provision of 911 service, competitive or otherwise, within this state. Accordingly, we will approve Staff's recommendation for an appropriate 911 proceeding⁹⁰.

VI. FINDINGS AND ORDERING PARAGRAPHS

The Commission, having considered the entire record and being fully advised in the premises, is of the opinion and finds that:

- (1) Intrado has petitioned this Commission for arbitration under subsection 252(b) of the Federal Act, for the purpose of executing an Interconnection Agreement with AT&T;
- (2) the Commission has jurisdiction of the parties hereto and the subject matter hereof;
- (3) the recitals of fact and conclusions reached in the prefatory portion of this Order are supported by the record and are hereby adopted as findings of fact;
- (4) Intrado's proposed 911 service is not telephone exchange service within the meaning of §153(47) of the Federal Act; therefore, AT&T has no duty under subsection 251(c)(2) of the Federal Act to interconnect with Intrado and Issue 1 herein should be resolved accordingly;
- (5) based on Finding (4), above, no interconnection agreement should be required under subsection 251(c)(2), and all other issues presented in this proceeding (Issues 2-5, 7-12, 15, 17-18, 22-29, 33-36), which pertain to the terms and conditions to be included in such an agreement, should be resolved by declaring them superfluous and moot.

⁸⁷ Petition by Intrado Communications, Inc., for Arbitration with BellSouth Telecommunications, Inc., d/b/a AT&T Florida, Fla. Pub. Serv. Comm'n. Dckt. 070736-TP, Final Order (Dec. 3, 2008), at 8.

⁸⁸ *Id.* at 9.

⁸⁹ 50 ILCS 750.

⁹⁰ AT&T suggests that industry workshops might constructively *precede* a docketed proceeding. AT&T RBOE at 21. The Commission believes that would needlessly slow the process Staff envisions, particularly when workshops can be conducted *within* a docketed proceeding.

08-0545

- (6) the Commission has authority under the Emergency Telephone Systems Act to determine the technical and operational standards for 911 systems, including interconnection, and should open a generic proceeding with the intent of promulgating regulations regarding the provision of competitive 911 services; Staff should be directed to prepare an appropriate report and draft Order initiating such a proceeding.

IT IS THEREFORE ORDERED by the Illinois Commerce Commission that Issue 1 in this arbitration shall be resolved by determining that Intrado's proposed 911 service is not telephone exchange service within the meaning of §153(47) of the Federal Act and that, therefore, AT&T has no duty under subsection 251(c)(2) of the Federal Act to interconnect with Intrado.

IT IS FURTHER ORDERED that Issues 2-5, 7-12, 15, 17-18, 22-29, 33-36 shall be resolved by determining that no interconnection agreement between Intrado and AT&T is required under subsection 251(c)(2), and that, therefore, those issues are superfluous and moot.

IT IS FURTHER ORDERED that the Staff of the Commission shall prepare a report concerning issues pertinent to the provision of competitive 911 service, and shall prepare and present to the Commission a draft order initiating a generic proceeding concerning those issues.

Entered this 17th day of March, 2009.

BY ORDER OF THE COMMISSION

Docket No. 36185

Direct Testimony of Don Price

Exhibit DP-5

Service Provider Certificate of Operating Authority

PUC DOCKET NO. 30197
SOAH DOCKET NO. 473-05-2764

APPLICATION OF SC TXLINK, LLC FOR A SERVICE PROVIDER CERTIFICATE OF OPERATING AUTHORITY	§ § § §	PUBLIC UTILITY COMMISSION OF TEXAS
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ORDER

This Order approves the application of SC TxLink, LLC (SC TxLink) for approval of a Service Provider Certificate of Operating Authority (SPCOA) to provide facilities-based, data and resale telecommunications services within the geographic area of the entire State of Texas pursuant to § 54.154 of PURA.¹ The docket was processed in accordance with applicable statutes and Public Utility Commission of Texas (Commission) rules. SC TxLink, Commission Staff (Staff), and Southwestern Bell Telephone, LP d/b/a SBC Texas (SBC Texas) are the only parties to this proceeding. Staff recommended approval of the application. The application of SC TxLink is approved.

The Commission adopts the following findings of fact and conclusions of law:

I. Findings of Fact

Procedural History and Background

1. On September 16, 2004, SC TxLink filed an application for approval of an SPCOA to provide facilities-based and resale telecommunications services within the entire State of Texas.
2. On September 21, 2004, the Commission's administrative law judge (ALJ) issued Order No. 1, which entered a protective order, established a procedural schedule, and determined the filing and service procedures for this docket.

¹ Public Utility Regulatory Act, TEX. UTIL. CODE ANN. §§ 11.001-64.158 (Vernon 1998 & Supp. 2005) (PURA).

PUC DOCKET NO. 30197
SOAH DOCKET NO. 473-05-2764

ORDER

PAGE 2

3. On September 21, 2004, the Commission provided notice of this proceeding to the *Texas Register*.
4. On September 28, 2004, Staff filed a recommendation that SC TxLink be certified as eligible to obtain an SPCOA because SC TxLink, together with its affiliates, had less than six percent of the total intrastate switched access minutes of use for the most recent 12-month period preceding the filing of its application for which data was available.
5. On October 5, 2004, the Commission's ALJ issued Order No. 2, certifying SC TxLink's eligibility to obtain an SPCOA pursuant to § 54.153(a) of PURA.
6. On October 5, 2004, Staff filed a recommendation that found the application of SC TxLink to be insufficient and incomplete because (a) SC TxLink failed to disclose its relationship with Symatec Communications; (b) Staff had concerns about the financial viability of SC TxLink; and (c) Staff required further information regarding SC TxLink's affiliation, if any, with A+ Discount Telecom, which had outstanding notices of violation pending.
7. On October 6, 2004, SBC Texas filed a motion to intervene in this proceeding. On October 15, 2005, SBC Texas's motion to intervene was granted.
8. On October 6, 2004, SBC Texas filed comments on the application and requested a hearing on the merits.
9. On November 19, 2004, Staff filed a final recommendation of approval of SC TxLink's application.
10. On December 1, 2004, the Commission referred this case to the State Office of Administrative Hearings (SOAH) for the purpose of requesting the assignment of an ALJ to conduct a hearing and issue a proposal for decision.
11. On April 20, 2005, the SOAH ALJ referred this docket to mediation.

PUC DOCKET NO. 30197
SOAH DOCKET NO. 473-05-2764

ORDER

PAGE 3

12. On April 26, 2005, the parties advised the mediator that a settlement regarding their dispute had been reached.
13. On April 27, 2005, SOAH cancelled the hearing on the merits, admitted evidence into the record, returned the uncontested docket to the Commission for further processing, and dismissed the SOAH docket.
14. On May 11, 2005, SC TxLink filed a proposed order, which, by agreement with SBC Texas, did not include stipulated facts.

SC TxLink's Request

15. SC TxLink is a Texas limited liability company formed on November 21, 2003, with authority to transact business in the State of Texas.
16. SC TxLink seeks certification to provide facilities-based and resale telecommunications services within the entire State of Texas.
17. SC TxLink has no parent company. SC TxLink has one affiliated company, Symatec Communications, LLC, that is a public utility and that provides telecommunications services.
18. The name under which SC TxLink has requested that the SPCOA be issued does not duplicate a name already being used by an existing SPCOA holder nor is it similar to a name currently being used.
19. SC TxLink has applied for and has been granted certificates to provide telecommunications services in Washington and Montana.
20. SC TxLink has never had any permit, license, or certificate denied or revoked by any state.

PUC DOCKET NO. 30197
SOAH DOCKET NO. 473-05-2764

ORDER

PAGE 4

21. SC TxLink has never provided telecommunications services in Texas or any other state.
22. The Office of the Texas Attorney General reported no complaints registered against SC TxLink.
23. A check of the Commission's Customer Protection Division complaint database revealed no complaints registered against SC TxLink.
24. A check of the Commission's Enforcement & Investigations database revealed no outstanding notices of violation against SC TxLink.
25. SC TxLink committed in its responses to the Commission's Service Quality Questionnaire to meet the quality of service standards.

Informal Disposition

26. More than 15 days have passed since completion of notice in this docket.
27. All outstanding issues of fact or law have been dealt with by agreement; therefore, no hearing is necessary.

II. Conclusions of Law

1. SC TxLink is a telecommunications provider as defined in § 51.002(10) of PURA.
2. The Commission has jurisdiction and authority over this application pursuant to §§ 54.154 and 54.155 of PURA.
3. The notice in this proceeding complies with P.U.C. PROC. R. 22.55.
4. The application complies with § 54.154(b) of PURA.

5. SC TxLink's application was processed in accordance with the requirements of PURA and the Administrative Procedure Act, TEX. GOV'T CODE ANN. §§ 2001.001-2001.902 (Vernon 2000 & Supp. 2005).
6. SC TxLink is entitled to approval of this application, having demonstrated the financial and technical qualifications to provide the proposed services, and the ability to provide the necessary quality of service to its customers, as required by PURA §§ 54.154(b) and 54.155(b).
7. SC TxLink is not precluded by PURA §§ 54.201 or 54.152 from providing service under an SPCOA.

III. Ordering Paragraphs

In accordance with these findings of fact and conclusions of law, the Commission issues the following order:

1. The application of SC TxLink for a facilities-based and resale telecommunications service provider certificate of operating authority (SPCOA) is approved. SC TxLink is granted SPCOA No. 60732 for the geographic area of the entire State of Texas.²
2. SC TxLink shall comply with pertinent provisions of the federal Telecommunications Act of 1996,³ including the procedural requirements of FTA § 251(f)(1)(B), when seeking interconnection, services, or network elements from a rural telephone company.
3. SC TxLink shall establish an access line account and submit quarterly reports in compliance with P.U.C. SUBST. R. 26.467 reporting requirements.

² Administrative approval of this uncontested application has no precedential value in a future proceeding.

³ Pub. L. No. 104-104, 110 Stat. 56 (codified as amended in scattered sections of 15 and 47 U.S.C.) (FTA).

PUC DOCKET NO. 30197
SOAH DOCKET NO. 473-05-2764

ORDER

PAGE 6

4. SC TxLink shall be bound by the requirements of P.U.C. SUBST. R. 26.111. Service under this certificate shall be provided exclusively in the name under which the certificate was granted by the Commission.
5. An SPCOA certificate holder that has not provided service for a period of 12 consecutive months must provide a sworn affidavit to the Commission on an annual basis attesting that they continue to possess the technical and financial resources necessary to provide the level of service proposed in the initial application. An SPCOA certificate holder that has not provided service within 48 months of being granted the certificate by the Commission, may have its certificate suspended or revoked, as defined by P.U.C. SUBST. R. 26.114, after due process, or undergo certification re-qualification. SC TxLink shall comply with the above requirements.
6. SC TxLink shall file any future changes in address, contact representative, and/or telephone numbers in an annual report with the Commission by June 30th of each year, Annual Information Reporting Requirements for a Service Provider Certificate of Operating Authority and/or a Certificate of Operating Authority. If the SPCOA holder has any change during the year in the information requested in Section One of the annual report form, then the SPCOA holder shall file an updated form correcting the information in Section One within 30 days of the change.
7. SC TxLink shall provide a copy of its application and/or the Commission's Notice of Approval, in accordance with the individual entity's requirements, to all affected Commission on State Emergency Communications (9-1-1) entities prior to providing service to those entities.
8. SC TxLink's provision of local telephone service to end-users, whether by its own facilities, flat-rate resale, or usage-sensitive loop, must also include 9-1-1 emergency telephone service at a level required by the applicable regional plan followed by local telephone service providers under Chapters 771 and 772 of the Texas Health and Safety Code, TEX. HEALTH & SAFETY CODE ANN. §§ 771.001 *et seq.* (Vernon 2003) (the Code)

PUC DOCKET NO. 30197
SOAH DOCKET NO. 473-05-2764

ORDER

PAGE 7

or other applicable law, and any applicable rules and regulations implementing those chapters. The Applicant shall diligently work with the Commission on State Emergency Communications, local 9-1-1 entities, and any other agencies or entities authorized by Chapters 771 and 772 of the Code to ensure that all 9-1-1 emergency services, whether provided through the certificate holder's own facilities, flat-rate resale, or usage-sensitive loop, are provided in a manner consistent with the applicable regional plan followed by local telephone service providers under Chapters 771 or 772 of the Code or other applicable law and any applicable rules and regulations implementing those chapters. The Applicant shall diligently work with the 9-1-1 entities to pursue, in good faith, the mutually agreed goal that the local 9-1-1 entities and emergency service providers experience no increase in their current level of rates and, to the extent technically feasible, no degradation in services as a result of the 9-1-1 emergency service.

9. SC TxLink shall notify all affected 9-1-1 administrative entities at least 30 days prior to activating or using a new NXX in a rate center or upon the commencement of providing local telephone service in any rate center in compliance with P.U.C. SUBST. R. 26.433(d)(3).
10. SC TxLink shall execute a separate service agreement with each 9-1-1 entity and remit the required 9-1-1 emergency service fee to the 9-1-1 entity pursuant to such agreement in compliance with P.U.C. SUBST. R. 26.435(e)(4).
11. SC TxLink has committed to and is bound by the quality of service requirements set forth in the Quality of Service Questionnaire. The underlying incumbent local exchange companies (ILECs) continue to be bound by the quality of service requirements contained in P.U.C. SUBST. R. 26.54. Approval of the SPCOA application does not expand the scope of any underlying ILEC's obligation to its own customers.

PUC DOCKET NO. 30197
SOAH DOCKET NO. 473-05-2764

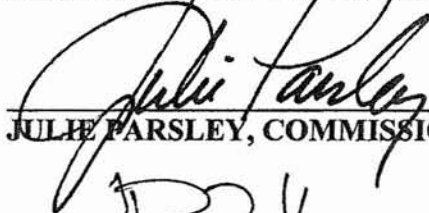
ORDER

PAGE 8

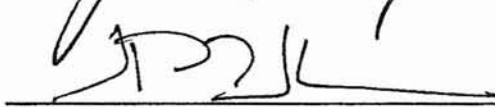
12. All other motions, requests for entry of specific findings of fact and conclusions of law, and any other requests for general or specific relief, if not expressly granted herein, are denied.

SIGNED AT AUSTIN, TEXAS the 20th day of June 2005.

PUBLIC UTILITY COMMISSION OF TEXAS



JULIE PARSLEY, COMMISSIONER



PAUL HUDSON, CHAIRMAN



BARRY T. SMITHERMAN, COMMISSIONER

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Docket No. 36185

Direct Testimony of Don Price

Exhibit DP-6

Intrado Texas Rate Sheet No. 2

Intrado Communications Inc.

Texas Rate Sheet No. 2
Original Title Page

*This Rate Sheet, Texas Rate Sheet No. 2, issued by Intrado Communications Inc.
replaces and supersedes in its entirety
Texas Rate Sheet No. 1 issued by Intrado Inc.*

TITLE PAGE

**TEXAS
LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES RATE SHEET
OF
Intrado Communications Inc.**

This rate sheet contains the descriptions, regulations, and rates applicable to the provision of local exchange telecommunications services provided by Intrado Communications Inc. with principal offices at 1601 Dry Creek Drive, Longmont, CO 80503 for services furnished within the State of Texas. This rate sheet is on file with the Public Utility Commission of Texas, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued: March 22, 2010

Effective: March 22, 2010

By: Craig Donaldson, Senior Vice President – Regulatory Affairs
1601 Dry Creek Drive
Longmont, CO 80503

TXf1001

TABLE OF CONTENTS

Title Page	Title
Preface	
Table of Contents	1
Check Sheet	2
Explanation of Symbols	3
Rate Sheet Format	4
Definitions	Section 1
Regulations	Section 2
Service Areas	Section 3
Service Charges and Surcharges	Section 4
Services	Section 5
Special Arrangements	Section 6
Promotional Offerings	Section 7

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Intrado Communications Inc.

Texas Rate Sheet No. 2

Preface

Original Page 2

CHECK SHEET

Pages of this rate sheet are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original rate sheet and are currently in effect as of the date on the bottom of this page.

SECTION	PAGE	REVISION	SECTION	PAGE	REVISION
	Title	Original *	2	23	Original *
Preface	1	Original *	2	24	Original *
Preface	2	Original *	2	25	Original *
Preface	3	Original *	2	26	Original *
Preface	4	Original *	2	27	Original *
1	1	Original *	2	28	Original *
1	2	Original *	2	29	Original *
1	3	Original *	2	30	Original *
1	4	Original *	2	31	Original *
1	5	Original *	3	1	Original *
1	6	Original *	4	1	Original *
1	7	Original *	5	1	Original *
2	1	Original *	5	2	Original *
2	2	Original *	5	3	Original *
2	3	Original *	5	4	Original *
2	4	Original *	5	5	Original *
2	5	Original *	5	6	Original *
2	6	Original *	5	7	Original *
2	7	Original *	5	8	Original *
2	8	Original *	5	9	Original *
2	9	Original *	5	10	Original *
2	10	Original *	5	11	Original *
2	11	Original *	5	12	Original *
2	12	Original *	5	13	Original *
2	13	Original *	5	14	Original *
2	14	Original *	5	15	Original *
2	15	Original *	5	16	Original *
2	16	Original *	5	17	Original *
2	17	Original *	6	1	Original *
2	18	Original *	6	2	Original *
2	19	Original *	6	3	Original *
2	20	Original *	6	4	Original *
2	21	Original *	7	1	Original *
2	22	Original *			

* included in this filing.

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TXf1001

EXPLANATION OF SYMBOLS

The following symbols shall be used in this rate sheet for the purpose indicated below:

- (C) To signify changed regulation.
- (D) To signify discontinued rate or regulation.
- (I) To signify increased rate.
- (M) To signify a move in the location of text.
- (N) To signify new rate or regulation.
- (R) To signify reduced rate.
- (S) To signify reissued matter.
- (T) To signify a change in text but no change in rate or regulation.

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TXf1001

Intrado Communications Inc.

Texas Rate Sheet No. 2

Preface

Original Page 4

RATE SHEET FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially; however, new pages are occasionally added to the rate sheet. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the rate sheet page in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheet** - When a rate sheet filing is made with the Commission, an undated check sheet accompanies the rate sheet filing. The check sheet lists the pages contained in the rate sheet, with a cross reference to the current revision number. When new pages are added, the check sheet is updated to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The rate sheet user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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TXf1001

Intrado Communications Inc.

Texas Rate Sheet No. 2

Section 1

Original Page 1

SECTION 1 - DEFINITIONS

9-1-1 - A three-digit telephone number used to report an emergency situation requiring a response by a public agency such as a fire department or police department.

9-1-1 Failure or Outage - A situation where 9-1-1 calls cannot be transported to the Public Agency responsible for answering 9-1-1 calls (usually a PSAP).

9-1-1 Service Provider - The carrier responsible for establishing and overseeing the functions necessary to accept 9-1-1 calls placed by callers, delivering the 9-1-1 calls to PSAPs using appropriate routing logic and emergency response information such as ANI and ALI.

ALI Database - A system of manual procedures and computer programs used to create, store and update ALI information.

Authorized User - A person, firm or corporation authorized by the Customer or Joint User to be connected to the service of the Customer or Joint User, respectively. An Authorized User must be specifically named in the application for service.

Automatic Number Identification (ANI) - A type of signaling provided by a Local Exchange Carrier that automatically identifies the local exchange line from which a call originates.

Automatic Location Identification (ALI) - Information transmitted while providing E911 service that permits emergency service providers to identify the geographic location of the calling party.

Call Bridging - The act of adding an additional party to an existing call, i.e., the origination of another leg on an existing call to include an additional party. With Call Bridging, the party adding the additional party remains connected to the call after the additional party is added.

Call Transfer - The act of adding an additional party to an existing call, i.e., the origination of another leg on an existing call to include an additional party. With Call Transfer, the party adding the additional party may disconnect before the additional party answers.

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TXf1001

SECTION 1 – DEFINITIONS (CONT'D.)

Central Office (CO) or End Office (EO) - A switching unit providing telecommunication services to the public, designed for terminating and interconnecting lines and trunks. The term "End Office" and "Central Office" are used interchangeably in this rate sheet. More than one CO or EO may be located in the same building.

Commission - Public Utility Commission of Texas.

Common Carrier - An authorized company or entity providing telecommunications services to the public.

Company - Whenever used in this rate sheet, "Company" refers to Intrado Communications Inc., unless otherwise specified or clearly indicated by the context.

Customer - A person, partnership, firm, municipality, cooperative organization, corporation, or governmental agency furnished communications service by the Company under the provisions and regulations of this rate sheet and who is responsible for paying the communication service bills and for complying with applicable rules and regulations of the Company.

Customer Premises - A location designated by the Customer for the purposes of connecting to the Company's services.

E9-1-1 (Enhanced 9-1-1) - An emergency telephone service that includes ANI, ALI (including non-listed and non-published numbers and addresses), and (optionally) selective routing, to facilitate public safety response.

E9-1-1 Emergency Service - A telecommunications service that uses ANI, ALI (including non-listed and non-published numbers and addresses), Selective Routing, and the three-digit number "9-1-1," for reporting police, fire, medical, or other emergency situations to a PSAP for referral to a public safety agency. As used in this rate sheet, E9-1-1 Emergency Service does not include discretionary equipment purchased or contracted for that is not essential to the provision of E9-1-1 Emergency Service.

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TXf1001

SECTION 1 - DEFINITIONS (CONT'D.)

E9-1-1 Selective Router Trunk - A trunk from an E9-1-1 Selective Routing Tandem capable of transmitting the ANI associated with the caller's local exchange line. The E9-1-1 Selective Router Trunk may be between an E9-1-1 Selective Routing Tandem and a PSAP, or between E9-1-1 Selective Routing Tandems; the latter configuration is also known as an inter-Selective Router Trunk.

E9-1-1 Tandem or E9-1-1 Selective Routing Tandem - The switch that provides the routing and switching of 9-1-1 calls. The E9-1-1 Tandem controls delivery of the call with ANI to the PSAP and provides Selective Routing, speed calling, selective transfer, fixed transfer, and certain maintenance functions for each PSAP.

E9-1-1 Trunks - The trunks that connect from the End Office serving the individual telephone that originates a 9-1-1 call to the E9-1-1 Selective Routing Tandem.

Emergency Service Number (ESN) - An ESN is a number, typically three to five digits in length, that maps to a primary 9-1-1 call handler (usually a PSAP), and a set of emergency service agencies (e.g., law enforcement, fire, emergency medical service) that serve a specific range of addresses within a particular geographical area, or Emergency Service Zone (ESZ).

Facilities - Central Office equipment, supplemental equipment, apparatus, wiring, cables (outside plant) and other material and mechanisms necessary to or furnished in connection with the services of the Company.

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TXf1001

Intrado Communications Inc.

Texas Rate Sheet No. 2

Section 1

Original Page 4

SECTION 1 - DEFINITIONS (CONT'D.)

Governing Authority - The governing body of a state, county, city, city and county, town, of other governing body (e.g., the board of directors of a special district) that oversees the PSAP(s) within the Governing Authority's jurisdiction.

Holiday - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day.

Individual Case Basis (ICB) - A service arrangement where the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Intrado - Intrado Communications Inc., issuer of this rate sheet.

Joint User - A person, firm or corporation designated by the Customer as a user of service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

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TXf1001

SECTION 1 - DEFINITIONS (CONT'D.)

Local Exchange Carrier (LEC) - Refers to any person, corporation or entity that pursuant to the statutes and rules of the State of Texas and the Public Utility Commission of Texas is authorized to provide telecommunications Local Exchange Services on a resale or facilities basis.

Local Exchange Service - Refers to local service that allows a user of the service to complete calls through facilities provided for intercommunications to other telephones within a specified area without payment of toll charges. This service may also provide access to and from the telecommunication network for long distance calling.

Master Street Address Guide (MSAG) - A database of street names and house number ranges within their associated communities that defines ESZs and associated ESNs to enable proper routing of E9-1-1 calls

National Emergency Number Association (NENA) - An international not-for-profit organization whose purpose is to lead, assist, and provide for the development, availability, implementation and enhancement of a universal emergency telephone number or system common to all jurisdictions through research, planning, publications, training and education.

Nonrecurring Charge (NRC) - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

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TXf1001

SECTION 1 - DEFINITIONS (CONT'D.)

Person - Any individual, firm, partnership, co-partnership, limited partnership, joint venture, association, cooperative organization, limited liability corporation, corporation (municipal or private and whether organized for profit or not), governmental agency, state, county, political subdivision, state department, commission, board, or bureau, fraternal organization, nonprofit organization, estate, trust, business or common law trust, receiver, assignee for the benefit of creditors, trustee, or trustee in bankruptcy or any other service user.

Premises - All the space in the same building that a Customer has the right of occupancy to the exclusion of others or shares the right of occupancy with others; and all space in different buildings on continuous property, provided such buildings are occupied solely by one Customer. Foyers, hallways, and other space provided for the common use of all occupants of a building are considered the premises of the operator of the building.

Private Branch Exchange (PBX) - An arrangement that comprises manual and/or automatic common equipment, wiring and station apparatus, and which provides for interconnection of main station lines associated with an attendant position and/or common equipment located on the Customer's Premises or extended to another Premises of the same Customer.

Pseudo Automatic Number Identification (pANI) - A number consisting of the same number of digits as ANI, and used to query routing and ALI databases.

Public Agency - Any state, county, city, city and county, town, municipal corporation, public district, or other public authority located in whole or in part within the state of Texas that provides or has the authority to provide fire fighting, law enforcement, ambulance, emergency medical, or other emergency services.

Public Emergency - The presence of actual or imminent conditions that are either an immediate danger to the health or safety of people, or a likelihood of sever irreparable damage to property.

Public Safety Answering Point (PSAP) - A facility equipped and staffed to receive 9-1-1 calls from the 9-1-1 Service Provider(s). PSAPs operate under the direction of the Governing Authority and are responsible to direct the disposition of 9-1-1 calls.

Issued: March 22, 2010

Effective: March 22, 2010

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1601 Dry Creek Drive
Longmont, CO 80503

TXf1001

SECTION 1 - DEFINITIONS (CONT'D.)

Recurring Charges - The charges to the Customer, usually monthly, for services, facilities and equipment, that continue for the agreed upon duration of the service.

Selective Routing - The routing of a 9-1-1 call from an E9-1-1 Selective Router Tandem to a designated PSAP based upon the seven-digit or ten-digit telephone number or pANI associated with the caller dialing 9-1-1.

Service Commencement Date - The first day following the date that the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service that does not conform to standards set forth in the Service Order Agreement or this rate sheet, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Interruption - The inability to complete calls due to equipment malfunctions or human errors. Service Interruption shall not include service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Service Interruption include the failure of any service or facilities provided by a Common Carrier or other entity other than the Company.

Service Order Agreement - The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Agreement form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this rate sheet.

TDD/Text Phone - A telecommunications device for use by hearing or speech impaired persons that employs graphic communication in the transmission of coded signals through a wire or radio communication system.

Telecommunications Device for the Deaf (TDD)/Text Phone Emergency Access - Provides 9-1-1 access to individuals that use TDD/Text Phones and computer modems.

Telecommunications Relay Service (TRS) - These services provide the ability for hearing or speech impaired individuals to communicate, by wire or radio, with a hearing individual in a manner that is functionally equivalent to communication by an individual without a hearing or speech impairment. This definition includes telecommunication relay services that enable two-way communications between an individual who uses a TDD or other non-voice terminal device and an individual who does not use such a device.

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SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service to Customers pursuant to the terms of this rate sheet in connection with one-way and/or two-way transmission between points within the State of Texas.

The Company is responsible under this rate sheet only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

Failure by the Company to assert its rights pursuant to one provision of this rate sheet does not preclude the Company from asserting its rights under other provisions.

2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of service under this rate sheet is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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SECTION 2 - REGULATIONS (CONT'D.)**2.1 Undertaking of the Company (Cont'd.)****2.1.3 Terms and Conditions**

- A. Application of Rate Sheet** - Applications for establishment of service must be made to the Company in writing. These applications become contracts upon approval by the Company and the Customer or the establishment of the service, and shall be subject at all times to the lawful rates, charges and regulations of the Company.
- B.** The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this rate sheet until the indebtedness is satisfied.
- C. Minimum Period** - Service is provided on month-to-month or on a term agreement basis. The Minimum Period of Service is one (1) year unless otherwise specified in this rate sheet or mutually agreed upon by contract. Penalties may apply for early termination of the Service Order Agreement (SOA).
- D. Continuation of Service** - Except as otherwise stated in this rate sheet or an SOA, at the expiration of the initial term specified in each Service Order Agreement, or in any extension thereof, service shall be renewed automatically for a one (1) year term upon written notification to the Customer 45 to 90 days prior to the expiration of the initial term, unless the Customer provides notice of intent not to renew such agreement at least 60 days prior to the end of the initial or any additional term. Termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service Order Agreement and this rate sheet prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the Service Order Agreement shall survive such termination.
- E.** This rate sheet shall be interpreted and governed by the laws of the state of Texas regardless of its choice of laws provision.

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SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company

- A. The Company, its affiliates, directors, officers, employees, assignees and/or successors, shall not be liable to a Customer or third party for any personal injury or death and/or any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, and/or loss of enjoyment of life and/or emotional distress damages for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with any service provided by the Company. By obligation, direct or indirect, to any third party other than Company, Company shall not be liable for civil damages, whether in contract, tort or otherwise, to any person, corporation, or other entity for any loss or damage caused by any Company act or omission in the design, development, maintenance, or provision of the Company's services other than an act or omission including gross negligence or wanton or willful misconduct.
- B. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company (Cont'd.)

- C. The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers, except as contracted by the Company;
 2. Any delay or failure of performance or equipment due to causes beyond the Company control, including but not limited to, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, acts of terrorism, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; any law, order, regulation or other action of any governing authority or agency thereof;
 3. Any unlawful or unauthorized use of Company facilities and services;
 4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
 5. Breaches in the privacy or security of communications transmitted over Company facilities;

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SECTION 2 - REGULATIONS (CONT'D.)**2.1 Undertaking of the Company (Cont'd.)****2.1.4 Liability of the Company (Cont'd.)****C. (Cont'd.)**

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company liability is limited as set forth in paragraph A of this Subsection 2.1.4.
7. Defacement of or damage to Customer Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to Company facilities;
9. Any non-completion of calls due to network busy conditions;
10. Any calls not actually attempted to be completed during any period that service is unavailable;
11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of Company services or facilities.

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SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company (Cont'd.)

- D.** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- E.** THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- F.** Failure by the Company to assert its rights pursuant to one provision of this rate sheet does not preclude the Company from asserting its rights under other provisions.
- G.** Approval of limitation of liability language by the Commission does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

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Intrado Communications Inc.

Texas Rate Sheet No. 2

Section 2

Original Page 7

SECTION 2 - REGULATIONS (CONT'D.)**2.1 Undertaking of the Company (Cont'd.)****2.1.5 Notification of Service Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. Notification to the Customer may not be possible with some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage.

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Intrado Communications Inc.

Texas Rate Sheet No. 2

Section 2

Original Page 8

SECTION 2 - REGULATIONS (CONT'D.)**2.1 Undertaking of the Company (Cont'd.)****2.1.6 Provision of Equipment and Facilities**

- A. The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain and maintain suitable rights and facilities, and to provide for the installation of those facilities required to the furnishing and maintenance of that service. At the option of the Company, in managing its facilities, certain regular service restrictions may be temporarily imposed at locations where new or additional facilities being constructed are not readily available to meet service demands.
- B. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this rate sheet. If the Company is unable to meet the scheduled date for service, the Company will issue a credit.
- C. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- D. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- E. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.
- F. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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SECTION 2 - REGULATIONS (CONT'D.)**2.1 Undertaking of the Company (Cont'd.)****2.1.6 Provision of Equipment and Facilities (Cont'd.)**

G. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this rate sheet, the responsibility of the Company shall be limited to the furnishing of facilities offered under this rate sheet or the Service Order Agreement, and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

1. The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
2. The reception of signals by Customer-provided equipment.

2.1.7 Non-routine Installation

At the Customer's request, installation and/or non service-affecting maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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SECTION 2 - REGULATIONS (CONT'D.)**2.1 Undertaking of the Company (Cont'd.)****2.1.8 Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in this rate sheet, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A. where facilities are not presently available;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this rate sheet remains in the Company, its partners, agents, contractors or suppliers.

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SECTION 2 - REGULATIONS (CONT'D.)**2.2 Prohibited Uses**

- 2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2** The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.2.3** The Company may block any signals being transmitted over the Company's network by Customers that cause interference to the Company or other Customers or users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4** A Customer, Joint User, or Authorized User may not assign, or transfer in any manner, the service or any rights associated with the service provided under this rate sheet without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and termination and Nonrecurring Charges for installation as stated in this rate sheet or the Service Order Agreement may apply.

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Intrado Communications Inc.

Texas Rate Sheet No. 2

Section 2

Original Page 12

SECTION 2 - REGULATIONS (CONT'D.)**2.3 Obligations of the Customer****2.3.1 General**

The Customer is responsible for making proper application for service; placing any necessary order, and entering into an Service Order Agreement with the Company; complying with the SOA and rate sheet regulations; and payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- A. the payment of all applicable charges pursuant to this rate sheet;
- B. damage to or loss of Company facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the Premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of communications cable and associated equipment used to provide services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service and entering into a Service Order Agreement with the Customer.

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SECTION 2 - REGULATIONS (CONT'D.)

2.3 Obligations of the Customer (Cont'd.)

2.3.1 General (Cont'd.)

- E.** providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises where Company employees and agents shall be installing or maintaining Company facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company opinion, injury or damage to Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;
- F.** complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible under Section 2.3.1.D.; and granting or obtaining permission for Company agents or employees to enter the Premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G.** not creating, or allowing to be placed, any liens or other encumbrances on Company equipment or facilities.

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SECTION 2 - REGULATIONS (CONT'D.)**2.3 Obligations of the Customer (Cont'd.)****2.3.2 Liability of the Customer**

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this rate sheet, any other rate sheet or tariff of the Company, or with the Service Order Agreement, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this rate sheet or the SOA including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or Joint or Authorized Users contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this rate sheet is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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SECTION 2 - REGULATIONS (CONT'D.)**2.4 Customer Equipment and Channels****2.4.1 General**

A Customer may transmit or receive information or signals via the facilities of the Company. Company services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this rate sheet. A Customer may transmit any form of signal that is compatible with Company equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this rate sheet.

2.4.2 Station Equipment

- A.** Terminal equipment on the Customer's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Network Interface Device.
- B.** The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to Company employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

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SECTION 2 - REGULATIONS (CONT'D.)**2.4 Customer Equipment and Channels (Cont'd.)****2.4.3 Network Interface Device (NID)**

The NID permits access to the Company's network. All wiring on the Customer's Premises that is connected to the Company's network shall connect to the network through the Company-provided NID. Any necessary maintenance, repair, or upgrade work to the NID shall be the responsibility of only the Company. The Company will make the decision whether to place the NID inside or outside the Customer Premises. In the event that the Customer requests that the NID be placed in a location other than the location selected by the Company, any additional cost to the Company will be charged to the Customer. Additionally, the Customer shall be responsible for wiring on the Customer's Premises that is not provided by the Company that is connected to the NID.

2.4.4 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing communications services and the channels, facilities or equipment of others shall be provided at the Customer's expense.
- B. Communications services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the rate sheets or tariffs of other communications carriers that are applicable to such connections.
- C. Facilities furnished under this rate sheet or the Service Order Agreement may be connected to Customer-provided terminal equipment in accordance with the provisions of this rate sheet. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all Customer-provided wiring shall be installed and maintained in compliance with those regulations.

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SECTION 2 - REGULATIONS (CONT'D.)

2.4 Customer Equipment and Channels (Cont'd.)

2.4.5 Inspections

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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SECTION 2 - REGULATIONS (CONT'D.)**2.5 Payment Arrangements****2.5.1 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

A. Taxes, Surcharges and Fees

1. The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes, and similar taxes or charges imposed by governmental jurisdictions. These items are not included in the quoted rates for services.
2. Municipal excise taxes are billed as separate line items and are not included in the quoted rates for service.
3. Municipal Franchise Fees

Residential, non-residential and point-to-point access lines provided pursuant to this rate sheet are subject to a municipal franchise fee as established for the city in which the end user of the access lines is located. The monthly recurring municipal charge will be equal to a monthly amount developed using criteria as recommended by your local municipality with information supplied by this local certificated telecommunications provider (CTP). The fee should be assessed as a per-line-charge on the end user bill. This municipal charge results from implementation of House Bill 1777 - Telecommunications Franchise Law which allows all municipalities to be compensated by CTPs for right-of-way usage. The fee has been developed and/or allocated across rate classifications according to local municipal guidelines.

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SECTION 2 - REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.1 Payment for Service (Cont'd.)

A. Taxes, Surcharges and Fees (Cont'd.)

4. Texas Universal Service (TUSF) Charge

Services provided pursuant to this Rate Sheet are subject to an undiscountable monthly Texas Universal Service (TUSF) Charge of 3.4%. The TUSF charge is applied to the Customer's total intrastate charges for calls that both originate and terminate within the State of Texas, after application of all applicable discounts and credits. Intrastate charges are assessed the TUSF Charge under order by the Public Utility Commission of Texas. The TUSF Charge will be waived to the extent a Customer is exempt from this charge.

2.5.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other Authorized Users for services and facilities furnished to the Customer by the Company.

- A.** Charges for services billed on a non-usage sensitive basis will be billed monthly, in advance of the use of the service, and are due within 30 days of the invoice date.
- B.** Charges for services billed on a usage sensitive basis will be billed monthly for services used during the preceding billing cycle and are due within 30 days of the invoice date.
- C.** Upon termination of service, the Customer's bill will be rendered in the next bill cycle.

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SECTION 2 - REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.2 Billing and Collection of Charges (Cont'd.)

D. Billing of the Customer by the Company will begin on the first day following the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use.

E. Late Payment Fee

If any portion of the payment is received by the Company more than thirty (30) days after the payment date as set forth in 2.5.2.A and 2.5.2.B preceding, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due to the Company. The late payment penalty shall be that portion of the payment not received by the date due, minus any charges billed as local taxes, multiplied by 1.5%.

F. Return Check Charge

The Customer will be assessed a charge of twenty five dollars (\$25.00) for each check or other payment type submitted by the Customer to the Company that a bank or other financial institution refuses to honor.

G. If service is disconnected by the Company and later restored, restoration of service will be subject to all applicable installation charges.

SECTION 2 - REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.3 Disputed Bills

- A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company will require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim.
- B. Unless disputed, the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may contact the Public Utility Commission of Texas, Customer Protection Division, P.O. Box 13326, Austin, TX 78711, Toll-Free 888-782-8477, TTY 800-735-2988, Email: customer@puc.state.tx.us.

2.5.4 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.5.5 Cancellations and Deferments

When the Company advises a Customer that ordered services are available on the requested due date, and the Customer is unable or unwilling to accept service at that time, the facilities will be held available for the Customer for a thirty (30) business day grace period. If after thirty (30) business days the Customer still has not accepted service, regular monthly billing for the ordered services may begin, or the facilities will be released for other service order activity, and cancellation charges, including Nonrecurring Charges that would have been applied had the service been installed, may be applied. These cancellation and deferment provisions apply to requests for all Company services.

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TXf1001

SECTION 2 - REGULATIONS (CONT'D.)**2.6 Discontinuance of Service**

The Company may refuse or discontinue service, without incurring any liability, for any of the following reasons.

2.6.1 Customers will be provided ten (10) days written notice prior to discontinuance for the following reasons:

- A.** Nonpayment of an undisputed delinquent bill;
- B.** Violation of the Company's rules pertaining to the use of service in a manner which interferes with the service of others or the operation of nonstandard equipment;

2.6.2 Service may be disconnected without notice for the following reasons:

- A.** Where a dangerous condition exists for as long as the condition exists;
- B.** Where service is connected without authority by a person who has not made application for service or who has reconnected service following suspension of service for nonpayment;
- C.** Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.
- D.** For failure of the Customer to make proper application for service or for use of service for any property or purpose than that described in the application.
- E.** In the event of tampering with the equipment or services owned by the Company or its agents, or in the event of Customer use of equipment or services in such a manner as to adversely affect Company equipment or Company service to others.
- F.** For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.

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Intrado Communications Inc.

Texas Rate Sheet No. 2

Section 2

Original Page 23

SECTION 2 - REGULATIONS (CONT'D.)**2.6 Discontinuance of Service, (Cont'd.)****2.6.2** Service may be disconnected without notice for the following reasons: (Cont'd.)

- G.** Without notice in the event of any other unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company, before restoring service, requires the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- H.** For Customer's breach of contract for service between the Company and the Customer.
- I.** Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.

2.6.3 Upon the Company's discontinuance of service to the Customer under this Section, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Rate sheet, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately

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SECTION 2 - REGULATIONS (CONT'D.)**2.7 Allowance for Service Interruption**

Service interruptions that are not due to the negligence of, or noncompliance with the provisions of this rate sheet by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.7.1 for the part of the service that the interruption affects.

2.7.1 General

- A.** A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this rate sheet.
- B.** An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C.** If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D.** The Customer shall be responsible for the payment of service charges as set forth in Section 4.1 for visits by Company agents or employees to the Customer Premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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Intrado Communications Inc.

Texas Rate Sheet No. 2

Section 2

Original Page 25

SECTION 2 - REGULATIONS (CONT'D.)**2.7 Allowance for Service Interruption (Cont'd.)****2.7.2 No credit allowance will be made for any Service Interruption:**

- A. Due to the negligence of or noncompliance with the provisions of this rate sheet by any person or entity other than the Company, including but not limited to the Customer;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- D. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the service. If the service is interrupted, the Customer can obtain a service credit, use other means of communications provided by the Company, if available (pursuant to Section 2.7.3), or utilize another service provider;
- E. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- F. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- G. That was not reported to the Company within thirty (30) days of the date that service was affected.

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TXf1001

SECTION 2 - REGULATIONS (CONT'D.)

2.7 Allowance for Service Interruption (Cont'd.)

2.7.3 Use of Other Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

2.7.4 Application of Credits for Service Interruptions

- A. Credits for interruptions in service that is provided and billed for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.
- C. A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

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Intrado Communications Inc.

Texas Rate Sheet No. 2

Section 2

Original Page 27

SECTION 2 - REGULATIONS (CONT'D.)**2.7 Allowance for Service Interruption (Cont'd.)****2.7.4 Application of Credits for Service Interruptions (Cont'd.)****D. Interruptions of 24 Hours or Less**

Length of Interruption	Amount of Service To Be Credited
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

E. Interruptions Over 24 Hours and Less Than 72 Hours

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

F. Interruptions Over 72 Hours

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one month period.

2.7.5 Cancellation for Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

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Intrado Communications Inc.

Texas Rate Sheet No. 2

Section 2

Original Page 28

SECTION 2 - REGULATIONS (CONT'D.)**2.8 Use of Customer's Service by Others****2.8.1 Joint Use Arrangements**

Joint use arrangements will be permitted for all services provided under this rate sheet. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each Joint User shall be responsible for the payment of the charges billed to it.

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Intrado Communications Inc.

Texas Rate Sheet No. 2

Section 2

Original Page 29

SECTION 2 - REGULATIONS (CONT'D.)**2.9 Cancellation of Service/Termination Liability**

Customers may cancel service orally or in writing, unless specified differently within a term agreement. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., that accrue through the end of the Customer's bill cycle, unless otherwise noted in the description of the service affected.

If a Customer cancels a Service Order Agreement or terminates services before the completion of the term for any reason whatsoever other than a Service Interruption, the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable in accordance with Section 2.5.

2.9.1 Termination Liability

The Customer's termination liability for cancellation of term or contract service shall be equal to:

- A. all unpaid Nonrecurring Charges, less any portion of the underlying cost of the Nonrecurring Charges not yet incurred by the Company in preparing to establish service for the Customer; plus
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid or owed to third parties by the Company on behalf of the Customer; plus
- C. ninety percent (90%) of the Recurring Charge for the service under the term agreement, multiplied by the number of lines, multiplied by the months remaining in the term agreement.
- D. Inclusion of early termination liability by the Company in this rate sheet or a contract does not constitute a determination by the Commission that the termination liability imposed by the Company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

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SECTION 2 - REGULATIONS (CONT'D.)

2.10 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

2.10.1 To any subsidiary, parent company or affiliate of the Company; or

2.10.2 Pursuant to any sale or transfer of substantially all the assets of the Company; or

2.10.3 Pursuant to any financing, merger or reorganization of the Company.

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TXf1001

SECTION 2 - REGULATIONS (CONT'D.)**2.11 Notices and Communications**

- 2.11.1** The Customer shall designate on the Service Order Agreement the address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which Company bills for service shall be mailed.
- 2.11.2** The Company shall designate on the SOA an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.11.3** Except as otherwise stated in this rate sheet or the SOA, all notices or other communications required to be given pursuant to this rate sheet or the SOA will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.11.4** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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Intrado Communications Inc.

Texas Rate Sheet No. 2

Section 3

Original Page 1

SECTION 3 - SERVICE AREAS

3.1 Service Areas

Services are provided, subject to availability of facilities and equipment, throughout the State of Texas.

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SECTION 4 - SERVICE CHARGES AND SURCHARGES
4.1 Charges for Service Orders, Moves, Changes and Customer Premises Visits

	<u>Base Charge</u>	<u>Additional Charge</u>
Service Charge for Premises Visit:	ICB	ICB
Changes to Customer Definable Features		
First three (3) requests during a calendar month:	No Charge	NA*
Fourth (4 th) & succeeding request during a calendar month:	ICB	NA
Moves of Existing Service:	NA	ICB
Record Order Change:	\$50.00	NA

Notes:

1. ICB rates will be determined based upon the unique circumstances of each Customer.
2. Service Charges for Premises Visits apply to visits to the Customer's Premises by a Company employee, agent or contractor when the service difficulty or trouble report that initiated the visit results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
3. Additional Charges for Premises Visits apply to visits that take place outside of normal business hours, or during weekends or holidays.
4. Charges for Changes to Customer Definable Features include, but are not limited to, requests for changes to Customer 9-1-1 Routing Service Features. Charges apply based on the number of requests for changes, not the number of changes per request.
5. Record Order Change applies to Customer-initiated requests that involve changes in Company records.

* Not Applicable

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SECTION 5 - SERVICES**5.1 9-1-1 Emergency Services**

9-1-1 Emergency Services are telecommunications services that permit a Public Safety Answering Point (PSAP) to receive emergency calls placed by dialing the number 9-1-1 and/or emergency calls originated by personal communications devices.

9-1-1 Emergency Services include 9-1-1 Routing and Transfer Services that use a call management system to either directly perform the selective routing of an emergency call to the appropriate PSAP, or may be used to hand-off the call to a separate 9-1-1 Service Provider (possibly a legacy E9-1-1 Selective Router) for call completion to the appropriate PSAP. 9-1-1 Emergency Services also provide services of call bridging and post call activity reporting, as well as transfer of 9-1-1 calls to any 7-digit or 10-digit telephone number on the public switched telephone network.

9-1-1 Emergency Services include a data management and delivery service, 9-1-1 ALI Services. 9-1-1 ALI Services provide PSAPs control over ALI data management and reporting. 9-1-1 ALI Services offer features such as "drill down" metric reporting capabilities for wireline, wireless, and Voice over Internet Protocol (VoIP) 9-1-1 calls. The solution includes a web interface for data queries and MSAG management.

9-1-1 Emergency Services are offered subject to the availability of facilities. The Customer is the Governing Authority that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this rate sheet.

9-1-1 Emergency Services are only available under contract with a minimum term agreement of one (1) year.

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SECTION 5 –SERVICES (CONT'D.)**5.1 9-1-1 Emergency Services (Cont'd.)****5.1.1 9-1-1 Routing Service**

9-1-1 Routing Service is a public safety grade, specialized managed network for processing 9-1-1 calls that allows the PSAP to accommodate new technologies while simultaneously enabling control over 9-1-1 call routing operations. 9-1-1 Routing Services utilizes a redundant, secure IP infrastructure. Facilities and nodes are geographically diverse and are equipped with physically redundant data communications and power equipment that allow for continuous operation and reliability. 9-1-1 Routing Service delivers emergency calls from both traditional and TDM voice and IP-based networks.

Intrado 9-1-1 Routing facilitates interoperability and allows for specialized management of different call types. The Customer can designate, capture, and report on specific instructions for handling each of the following call types:

Wireline: Supports traditional wireline emergency calls originating from an end office, central office and/or enterprise PBX over standard based Centralized Automatic Message Accounting (CAMA), both analog and digital interfaces, SS7 and PRI interfaces.

Wireless: Supports delivery of wireless 9-1-1 calls to assigned PSAPs. Carriers having the capability to provide wireless handset ANI, cell site and sector and/or longitudinal and latitudinal (x,y) coordinates in the appropriate format, may connect directly to the 9-1-1 Routing Service.

VoIP: Supports delivery of VoIP emergency calls originating from a VoIP Service Provider.

SECTION 5 –SERVICES (CONT'D.)**5.1 9-1-1 Emergency Services (Cont'd.)****5.1.1 9-1-1 Routing Service (Cont'd.)****A. 9-1-1 Routing Service Features****1. Automatic Number Identification (ANI)**

ANI is the feature by which the telephone number or other related routing (pANI) number associated with an inbound 9-1-1 caller is received by the Company's 9-1-1 Emergency Services and passed on to the proper PSAP. The ANI is also used to determine the proper PSAP to receive the inbound call.

2. 9-1-1 Routing Options**Selective Routing**

The routing of a 9-1-1 call to the proper PSAP based upon the location of the caller. Selective Routing is typically accomplished by mapping the ANI to an ESN that has been derived based on the caller's location. The ESN maps to a specific routing rule that identifies the PSAP and possible alternative destinations.

Trunk Only Routing

Inbound trunks can be designated to route all calls to a given destination, usually a specific PSAP. If Trunk Only Routing is not specified the system will attempt to perform Selective Routing.

Default Routing

When an incoming 9-1-1 call cannot be selectively routed due to the reception of an ANI number that is either not stored in the selective router data base, unintelligible ANI or when no ANI number is passed, a predetermined call route will be chosen and the caller will be terminated to the PSAP based upon the incoming trunk facility the call is passed over.

PSAP Abandonment Routing

If a situation arises where a PSAP must be closed or evacuated, this feature provides specific routing instructions for delivery of calls to recovery locations.

SECTION 5 –SERVICES (CONT'D.)

5.1 9-1-1 Emergency Services (Cont'd.)

5.1.1 9-1-1 Routing Service (Cont'd.)

A. 9-1-1 Routing Service Features (Cont'd.)

3. 9-1-1 Transfer Options

With any of the below transfer options, the PSAP call taker may obtain dial tone to transfer the 9-1-1 call or initiate a three-way conference call. The PSAP call taker also has the ability to exit the conference and allow the original 9-1-1 caller and the added party to continue their communication.

Fixed Transfer

Fixed transfer is a feature that enables a PSAP call taker to transfer a 9-1-1 call to a secondary destination (possibly another PSAP) by dialing a pre-assigned speed dial code or by use of a single button on an approved Customer telephone system that dials the appropriate code.

Selective Call Transfer

Selective Call Transfer is a feature enabling a PSAP call taker to transfer an incoming 9-1-1 call to another agency by dialing a pre-assigned speed dial code associated with police, fire or medical agencies or by use of a single button on an approved Customer telephone system that dials the appropriate code. The specific transfer destination is determined by the caller's originating location as specified by the ESN.

SECTION 5 –SERVICES (CONT'D.)

5.1 9-1-1 Emergency Services (Cont'd.)

5.1.1 9-1-1 Routing Service (Cont'd.)

A. 9-1-1 Routing Service Features (Cont'd.)

3. 9-1-1 Transfer Options (Cont'd.)

Manual Transfer

A PSAP call taker may transfer an incoming call manually by depressing the hook switch of the associated telephone or the "add" button on approved Customer telephone system to obtain dial tone, and dialing either an appropriate seven or 10-digit telephone number. Using this feature, 9-1-1 calls may be transferred to any 7-digit or 10-digit telephone number on the public switched telephone network.

Alternate Routing

The Overflow Call Disposition transfer feature enables the ability for callers to be terminated either to a previously designated alternate call center, a prerecorded message or to a busy tone when all PSAP trunks are busy.

4. Call Event Logging

The Call Event Logging feature delivers reporting information containing the ANI received from a 9-1-1 call, the identity of the incoming trunk the Selective Router received the call over, the identity of the outgoing PSAP trunk the call is terminated to, and the date and time the call was delivered to its target destination, transferred and/or disconnected.

SECTION 5 –SERVICES (CONT'D.)**5.1 9-1-1 Emergency Services (Cont'd.)****5.1.2 9-1-1 ALI Services****A. MSAG Management**

9-1-1 Emergency Services include a data management and administration tool that automates the viewing and communication of updates, insertions, and deletions to the MSAG database.

B. MSAG Build Services

The Company facilitates the creation and maintenance of the MSAG utilizing recognized National Emergency Number Association (NENA) recommended standards.

C. English Language Translation (ELT) Management

ELT information provides the names of fire, EMS and police jurisdictions associated with each ESN so that it may be delivered with the ALI to the PSAPs at the time of the 9-1-1 call. The requests are validated for accuracy and either updated into the database, or referred back to the PSAP for resolution. Upon completion of the transaction, notification is provided to the Customer

D. ALI Record Management

ALI Record Management is the collection of service order records from Telephone Service Providers (TSPs), validation of those records against the MSAG, and storage of the records for the generation of the ALI database.

E. ALI Database Updates

After processing and validating record updates, Company posts ALI records for call routing and for retrieval and display by the PSAP during 9-1-1 calls.

F. ANI/ALI Discrepancy Resolution

An ANI/ALI discrepancy occurs when an ALI record delivered to a PSAP does not match the information of the caller. Intrado will investigate ANI/ALI discrepancy reports and refer each discrepancy to the respective TSP for resolution.

SECTION 5 –SERVICES (CONT'D.)

5.1 9-1-1 Emergency Services (Cont'd.)

5.1.2 9-1-1 ALI Services (Cont'd.)

G. Misroute Resolution

An ANI/ALI misroute occurs when a 9-1-1 call is delivered to the incorrect PSAP. Intrado investigates ANI/ALI misroute reports and refers each misroute report to the TSP for resolution.

H. No Record Found (NRF) Resolution

An NRF occurs when the ANI provided does not exist in the ALI database and/or when NRF is displayed at the PSAP. Intrado will resolve or refer each NRF to the respective TSP for resolution.

I. Local Number Portability (LNP) Processing

Intrado supports LNP, which allows Customers to switch from one TSP to another without changing their phone numbers.

J. ALI Delivery

ALI Delivery provides location information via the ALI Data Access Connections to a PSAP during a 9-1-1 call.

K. Data Support of Wireless and VoIP E9-1-1

Company database management systems support both Phase I and Phase II wireless and VoIP E9-1-1 call processing. This includes the E2 interface used by wireless service providers to communicate 9-1-1 caller location information to the ALI database.

L. ALI Metrics Reporting

Intrado provides access to reports that provide details on data transactions, the number of records processed, and the number of errors.

SECTION 5 –SERVICES (CONT'D.)

5.1 9-1-1 Emergency Services (Cont'd.)

5.1.3 9-1-1 Exchange Access

9-1-1 Exchange Access provides one way call delivery trunks from the 9-1-1 Routing Service to the PSAP. The 9-1-1 Exchange Access trunks are conditioned to allow delivery of ANI to the PSAP. They also allow signaling from the PSAP to the 9-1-1 Routing Service to invoke special features of the 9-1-1 Routing Service, such as transfer, speed dialing, etc.

5.1.4 ALI Data Access Connections

ALI Data Access Connections provide the PSAP network access to the ALI Database for ALI Delivery.

5.1.5 Diverse Facility Routing

Upon Customer request, and where facilities are available, Company will arrange for diverse routing over alternate voice and/or data paths to reduce the potential for service failure as a result of an interruption of transport facilities.

5.1.6 Emergency Notification Services

Upon Customer request, and where facilities are available, Company will provide Customer the ability to provide outbound emergency notification messaging to all telephone subscribers within a specified geographic area. Emergency notification services provide the Customer with the ability to originate calls to potential 911 callers within a specified geographic area to disseminate important emergency information. This service is also known as reverse 911 service.

SECTION 5 –SERVICES (CONT'D.)**5.1 9-1-1 Emergency Services (Cont'd.)****5.1.7 Outbound Calling Service for IP-Equipped PSAPs**

A. Description of Service - This service allows a PSAP call taker to press a single button on an approved Customer telephone system to obtain dial tone and originate a call to any 7-digit or 10-digit telephone number. The existence of an in-progress 9-1-1 call is not necessary for the PSAP call taker to utilize this service.

B. Rules and Regulations

In addition to the rules and regulations contained in Section 5.2, the following rules and regulations apply to Outbound Calling Service for IP-Equipped PSAPs.

1. This service is available only to those PSAPs using Internet Protocol ("IP") connectivity to receive 9-1-1 calls from Company and those PSAPs that have installed approved, IP-based equipment at the PSAP call taker's location. Use of Outbound Calling Service for IP-Equipped PSAPs will not be permitted until all testing between Company's IP interface and PSAP equipment is complete.
2. This service is available only when state and local government or Governing Authority rules for 9-1-1 calling permit outbound calling from PSAP call taker locations using 9-1-1 Trunks and E9-1-1 Selective Router Trunks.
3. This service is only available upon Customer request and where facilities are available.

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SECTION 5 –SERVICES (CONT'D.)**5.2 9-1-1 Emergency Services Rules & Regulations**

- 5.2.1. The 9-1-1 Emergency Services Customer may be a municipality, other federal, state or local governmental unit, an authorized agent of one or more municipalities or other federal, state or local governmental units to whom authority has been delegated (e.g., PSAP). The Customer must be authorized to subscribe to the service by the Governing Authority and have public safety responsibility to respond to telephone calls from the public for emergency police, fire or other emergency services within the served territory.
- 5.2.2. 9-1-1 Emergency Services are provided by the Company where facilities and operating conditions permit.
- 5.2.3. 9-1-1 Emergency Services are not intended as a total replacement for the local telephone service of the various public safety agencies that may participate in the use of this service. The Customer must subscribe to additional Local Exchange Services for purposes of placing administrative outgoing call and receiving other calls.
- 5.2.4. Application for 9-1-1 Emergency Services must be executed in writing by the Customer. If execution is by an agent, satisfactory evidence of the appointment must be provided in writing to the Company. At least one local law enforcement agency must be included among the participating agencies.
- 5.2.5. 9-1-1 Emergency Services are provided solely for the benefit of the Customer as an aid in handling 9-1-1 calls in connection with fire, police and other emergencies. The provision of 9-1-1 Emergency Services by the Company shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any relationship with or any Company obligation direct or indirect, to any third person or entity other than the Customer.
- 5.2.6. The Company does not undertake to answer and/or forward 9-1-1 or other emergency calls, but furnishes the use of its facilities to enable the Customer's personnel to respond to such calls.

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SECTION 5 –SERVICES (CONT'D.)

5.2 9-1-1 Emergency Services Rules & Regulations (Cont'd.)

- 5.2.7. The rates charged for 9-1-1 Emergency Services do not contemplate the inspection or constant monitoring of facilities that are not within the Company's control, nor does the Company undertake such responsibility. The Customer shall make such operational tests that are required in the judgment of the Customer. The Customer shall promptly notify the Company in the event the system is not functioning properly.
- 5.2.8. The Company's liability for any loss or damage arising from errors, interruptions, defects, failures, or malfunctions of this service or any part thereof shall not exceed an amount equivalent to the pro rata charges for the service affected during the period of time that the service was fully or partially inoperative.
- 5.2.9. The Customer must furnish the Company its agreement to the following terms and conditions.
- A. All 9-1-1 or other emergency calls will be answered on a 24-hour day, seven-day week basis.
 - B. The Customer has responsibility for dispatching the appropriate emergency services, or will undertake to transfer all emergency calls received to the governmental agency with responsibility for dispatching such services, to the extent that such services are reasonably available.
 - C. The Customer will develop an appropriate method for responding to calls for nonparticipating agencies that may be directed to their PSAP by calling parties.
 - D. The Customer will subscribe to Local Exchange Service at the PSAP location for administrative purposes, for placing outgoing calls, and for receiving other calls.

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SECTION 5 –SERVICES (CONT'D.)

5.2 9-1-1 Emergency Services Rules & Regulations (Cont'd.)

5.2.10. When 9-1-1 ALI Services are provided, the Customer is responsible to:

- A.** Provide information regarding the jurisdictional boundaries associated with all involved public safety agencies.
- B.** Support the creation of a master address file for use in validating user address information and application of appropriate jurisdictional responsibility.
- C.** Define the unique combinations of public safety agencies (police, fire, medical, etc.) responsible for providing emergency response services in any specific geographic location.

5.2.11. When the 9-1-1 Routing is provided, the Customer is responsible for identifying primary and secondary PSAPs associated with the unique combinations noted in 5.2.10.C above and providing the access or telephone numbers required to support the selective transfer feature of 9-1-1 Routing Service.

5.2.12. After establishment of service, it is the Customer's responsibility to continue to verify the accuracy of the routing information contained in the master address file, and to advise the Company of any changes in street names, establishment of new streets, closing and abandonment of streets, changes in police, fire, emergency medical or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other matter that will affect the routing of 9-1-1 calls to the proper PSAP.

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SECTION 5 –SERVICES (CONT'D.)

5.2 9-1-1 Emergency Services Rules & Regulations (Cont'd.)

5.2.13. The following terms define the Customer's responsibilities with respect to any information provided by the Company to the Customer as part of 9-1-1 ALI Services:

- A. Such information shall be used by the Customer solely for the purpose of aiding the Customer in identifying, updating and/or verifying the addresses of 9-1-1 callers within the Customer's serving areas in connection with the Customer's provision of emergency response services.
- B. Customer shall strictly limit access to the information to those authorized employees of the Customer with a need to know and those employees actually engaged in the provision of emergency assistance services.
- C. Customer shall use due care in providing for the security and confidentiality of the information.
- D. Customer shall make no copies of the information except as may be essential for the verification of emergency assistance services.

5.2.14. Each Customer agrees to release, indemnify, defend and hold harmless the Company from any and all loss, claims, demands, suits, and other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person: (1) for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, and which arises out of the negligence or other wrongful act of the Company, the Customer, its user agencies or municipalities or employees or agents of any one of them, or (2) for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of 9-1-1 Emergency Services and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone number used by the party or parties accessing 9-1-1 Emergency Services hereunder, or (3) arising out of any act or omission of the Customer, in the course of using services provided pursuant to this rate sheet.

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SECTION 5 –SERVICES (CONT'D.)**5.3 9-1-1 Emergency Services Rates and Charges**

	<u>Nonrecurring Charge</u>	<u>Monthly Charge</u>
9-1-1 Routing Service	ICB	ICB
9-1-1 ALI Services	ICB	ICB
9-1-1 Exchange Access Trunks	ICB	ICB
ALI Data Access Connections	ICB	ICB
Diverse Facility Routing	ICB	ICB
Emergency Notification Services	ICB	ICB
Outbound Calling Service for IP-Equipped PSAPs	ICB	ICB

Notes:

1. Additional charges may apply for other Local Exchange Services under this rate sheet or by other local exchange carriers in connection with the provisioning of E9-1-1 service to the Customer.
2. 9-1-1 Routing Service and 9-1-1 ALI Services are provided as a package. Customer requests to obtain these services separately will be handled individually.
3. ICB pricing to be determined based upon unique service configuration requirements for each Customer including, but not limited to, term of agreement, volume of traffic served, and proximity of Customer to Company facilities.

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SECTION 5 –SERVICES (CONT'D.)

5.4 Enterprise E9-1-1 Service

5.4.1 Description

Enterprise E9-1-1 Service is an offering that provides delivery of E9-1-1 calls originating from telephone stations/lines served by a multi-line private switch to the appropriate PSAP.

5.4.2 Enterprise E9-1-1 Service Regulations

- A. Enterprise E9-1-1 Service is furnished subject to availability of facilities.
- B. Customer is responsible for installation of sufficient voice grade facilities (minimum of two) to maintain a P.01 grade of service from the private switch location to Company's E911 network.
- C. Customer's private switch must be capable of forwarding ANI of a station/line served by Customer's private switch to Company's network when 9-1-1 is dialed. This ANI may represent an individual station or group of stations located together.
- D. Customer is responsible for verifying service address information of stations for insertion in the ALI database through MSAG provided by Company. Customer is responsible for coordinating with Company to provide address information in an industry standard format, and may provide telephone number and service address updates no more frequently than one time per day.
- E. Enterprise E9-1-1 Service information consisting of name, address and telephone number of private switch users is confidential. Customer is permitted to provide private switch user sub-location information; e.g., floor, room number, apartment number, etc.

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SECTION 5 –SERVICES (CONT'D.)

5.4 Enterprise E9-1-1 Service (Cont'd.)

5.4.2 Enterprise E9-1-1 Service Regulations, (Cont'd.)

- F. Private switch users originating 9-1-1 calls using Company's Enterprise E9-1-1 Service forfeit the privacy afforded nonlisted and nonpublished services offered by local exchange providers to the extent such information is furnished to the PSAP and/or to the Company.
- G. Rates charged for Enterprise E9-1-1 Service do not include, and Company does not undertake, the tasks of constant inspection or monitoring of facilities to discover errors, defects or malfunctions in the service. It is the responsibility of Customer to conduct such operational tests as it deems necessary to determine if service is functioning properly for its use, and to report any errors, defects or malfunctions Customer discovers to the Company.
- H. Company's liabilities for interruption, failure, errors, acts of omission or other occurrences related to the provision of Enterprise E9-1-1 Service shall be limited to the same extent as set forth elsewhere in this rate sheet regarding E9-1-1 Service.
- I. Enterprise E9-1-1 Service information provided to a PSAP in connection with an emergency call shall be used solely for the purpose of public safety responding to emergency calls or to originate a call back to the party dialing 9-1-1.

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SECTION 5 –SERVICES (CONT'D.)**5.4 Enterprise E9-1-1 Service, (Cont'd.)****5.4.3 Enterprise E9-1-1 Service Rates and Charges**

	<u>Nonrecurring Charge</u>	<u>Monthly Charge</u>
Enterprise E9-1-1 Service Connection, each (minimum of two)	ICB	ICB
Database - Initial Installation	ICB	ICB
Database - Subsequent Addition of Station Records	ICB	ICB

Notes:

1. Separate charges, not specified in this rate sheet, are applicable for facilities needed to connect from Customer's private switch to the Enterprise E9-1-1 Service Point of Connection on Company's network.
2. If Company requires additional facilities from the Company's network to a PSAP or PSAPs in order to handle the E9-1-1 calls originating from Customer's private switch end users, the cost of such additional facilities will be the responsibility of Customer.

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SECTION 6 - SPECIAL ARRANGEMENTS**6.1 Special Construction****6.1.1 Basis for Charges**

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's rate sheets or tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- A. Nonrecurring Charges;
- B. Recurring Charges;
- C. Termination liabilities; or
- D. Combinations of (A), (B), and (C).

6.1.2 Basis for Cost Computation

The costs referred to in 6.1.1 preceding may include one or more of the following items to the extent they are applicable:

- A. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - 1. Equipment and materials provided or used;
 - 2. Engineering, labor, and supervision;
 - 3. Transportation; and
 - 4. Rights of way and/or any required easements.
- B. Cost of maintenance.

SECTION 6 - SPECIAL ARRANGEMENTS (CONT'D.)

6.1 Special Construction (Cont'd.)

6.1.2 Basis for Cost Computation (Cont'd.)

- C. Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.
- D. Administration, taxes, and uncollectible revenue on the basis of reasonable average cost for these items.
- E. License preparation, processing, and related fees.
- F. Rate Sheet or Service Order Agreement preparation, processing and related fees.
- G. Any other identifiable costs related to the facilities provided; or
- H. An amount for return and contingencies.

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SECTION 6 - SPECIAL ARRANGEMENTS (CONT'D.)**6.1 Special Construction (Cont'd.)****6.1.3 Termination Liability**

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a Customer.

- A.** The period upon which termination liability is based is the estimated service life of the facilities provided.
- B.** The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
 - 1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - (a.) equipment and materials provided or used;
 - (b.) engineering, labor, and supervision;
 - (c.) transportation; and
 - (d.) rights of way and/or any required easements;
 - 2. License preparation, processing, and related fees;
 - 3. Rate Sheet or Service Order preparation, processing and related fees;
 - 4. Cost of removal and restoration, where appropriate; and
 - 5. Any other identifiable costs related to the specially constructed or rearranged facilities.
- C.** The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 6.1.3.B preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 6.1.3.B preceding shall be adjusted to reflect the recalculated estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.
- D.** Inclusion of early termination liability by the Company in its rate sheet or a contract does not constitute a determination by the Commission that the termination liability imposed by the Company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

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Intrado Communications Inc.

Texas Rate Sheet No. 2

Section 6

Original Page 4

SECTION 6 - SPECIAL ARRANGEMENTS (CONT'D.)**6.2 Non-Routine Installation and/or Maintenance**

At the Customer's request, installation and/or non service-affecting maintenance may be performed outside the Company's regular business hours or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

6.3 Individual Case Basis (ICB) Arrangements

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer, or prospective Customer, for service that falls within this Special Arrangements section. Rates developed in response to such requests may be different for tariffed service than those specified for such service in this rate sheet. ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers.

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TXf1001

Intrado Communications Inc.

Texas Rate Sheet No. 2

Section 7

Original Page 1

SECTION 7 - PROMOTIONAL OFFERINGS**7.1 General**

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the Nonrecurring or Recurring Charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area. If required, the Company shall file promotions with the Commission for rate sheet approval prior to offering service at promotional rates

7.2 Demonstration of Service

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a limited period of time.

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Docket No. 36185

Direct Testimony of Don Price

Exhibit DP-7

Intrado Response to Verizon Request for Admission No. 2

2. **Please admit that the only types of calls that will flow from Intrado to Verizon under the interconnection agreement will be 911 calls transferred to a PSAP served by Verizon. If not admitted, please identify and describe all types of calls that will flow from Intrado to Verizon under the interconnection agreement.**

Intrado Comm Response:

Denied. There will be three types of 911 calls that will flow from Intrado Comm to Verizon under the interconnection agreement. First, PSAP customers served by Intrado Comm may need to transfer a 911 call to a PSAP customer served by Verizon. Second, Intrado Comm may need to send 911 calls originated by the end users of other carriers or providers to PSAP customers served by Verizon. Intrado Comm plans to offer wholesale 911 access services to other carriers and VoIP service providers that will ensure the 911 calls originated by the end users of those carriers/providers reach the appropriate PSAP, whether that PSAP is served by Intrado Comm or served by Verizon. Third, Intrado Comm may need to send 911 calls originated by its enterprise or telematics customers to PSAP customers served by Verizon.

Responsible Person:

Thomas W. Hicks, Director - Carrier Relations
Intrado Communications Inc.
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Exhibit DP-8

Docket No. 36185

Direct Testimony of Don Price

Petition by Intrado Comm., Inc. for Arbitration of Certain Rates, Terms, and Conditions for Interconnection and Related Arrangements with Embarq Florida, Inc., Pursuant to Section 252(b) of the Comm. Act of 1934, as Amended, Docket No. 070699-TP, Final Order No. PSC-08-0799-FOF-TP (Dec. 3, 2008)

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Intrado Communications, Inc. for arbitration of certain rates, terms, and conditions for interconnection and related arrangements with Embarq Florida, Inc., pursuant to Section 252(b) of the Communications Act of 1934, as amended, and Section 364.162, F.S.

DOCKET NO. 070699-TP
ORDER NO. PSC-08-0799-FOF-TP
ISSUED: December 3, 2008

The following Commissioners participated in the disposition of this matter:

MATTHEW M. CARTER II, Chairman
LISA POLAK EDGAR
KATRINA J. McMURRIAN
NANCY ARGENZIANO
NATHAN A. SKOP

FINAL ORDER

BY THE COMMISSION:

I. Case Background:

On November 27, 2007, Intrado Communications, Inc. (Intrado Comm) filed its Petition for Arbitration of certain rates, terms, and conditions for interconnection and related arrangements with Embarq Florida, Inc. (Embarq), pursuant to Section 252(b) of the Communications Act of 1934, as amended¹ (Act), and Section 364.162, Florida Statutes (F.S.). An evidentiary hearing was held July 9, 2008.

We are vested with jurisdiction over the subject matter by the provisions of Chapters 364 and 120, F.S.

II. Analysis:**A. Intrado Comm service offering**

We examine Intrado Comm's service offering, which involves the provision of 911/E911 service to Public Safety Answering Points (PSAPs)² and government entities. An important

¹ Telecommunications Act of 1996, Pub. L. 104-104, 110 Stat. 56 (1996) (codified at 47 U.S.C. §§ 151, et seq. (1996)).

² For purposes of the "911" system, §365.172, F.S., defines an "[a]nswering point" to mean "the public safety agency that receives incoming 911 calls and dispatches appropriate public safety agencies to respond to the calls."

DOCUMENT NUMBER-DATE

11137 DEC-3 8

FPSC-COMMISSION CLERK

ORDER NO. PSC-08-0799-FOF-TP
DOCKET NO. 070699-TP
PAGE 2

consideration is whether Intrado Comm's service offering meets the definition of a "telephone exchange service," as the term is defined in §3 of the Act.

SEC. 3. [47 U.S.C. 153] DEFINITIONS.

(47) TELEPHONE EXCHANGE SERVICE.--The term "telephone exchange service" means (A) service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or (B) comparable service provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a telecommunications service.

Intrado Comm contends its "Intelligent Emergency Network"™ service meets this definition. Embarq disagrees that Intrado Comm's service qualifies as telephone exchange service. This determination is key to whether Embarq (as an incumbent local exchange carrier) must enter into an interconnection agreement with Intrado Comm pursuant to the obligations set forth in §251(a) or in §251(c) of the Act. Further arguments are summarized below.

Parties' Arguments

Intrado Comm contends the 911/E911 service it provides to PSAPs qualifies as telephone exchange service. Embarq asserts that Intrado Comm may be a telecommunications carrier entitled to interconnection under §251(a), but disagrees that the provision of 911/E911 service entitles Intrado Comm access to UNEs under §251(c).

Both parties agree that how competitive 911/E911 service is designated or categorized is integral to this case. Embarq contends that 911/E911 service is not telephone exchange service, and therefore not contemplated under §251(c). Intrado Comm asserts that while it does not currently offer dial tone local exchange service, Intrado Comm's provision of its end-to-end 911/E911 service offering to Florida PSAPs amounts to providing telephone exchange service.

In support of its argument that Intrado Comm does not offer telephone exchange service subject to §251(c) interconnection and unbundling requirements, Embarq argues that federal law requires that all providers of voice services provide their end users access to 911/E911 service. Embarq notes that the FCC defines the Wireline E911 Network as a separate network from the Public Switched Telephone Network. Embarq states that the PSAP chooses only one provider who will provide a service that is one-way in nature and jurisdictionally agnostic. Embarq further asserts that intercarrier compensation does not apply to 911/E911 service and funding is provided by end user surcharges.

Intrado Comm asserts that the FCC determined that "telephone exchange service [is] not limited to traditional voice telephony, but include[s] non-traditional means of communicating

ORDER NO. PSC-08-0799-FOF-TP
 DOCKET NO. 070699-TP
 PAGE 3

information within a local area.”³ The FCC has also stated “a key component of telephone exchange service is ‘intercommunication’ among subscribers within a local exchange area.”⁴ Intrado Comm argues that its service fulfills the FCC stated goal of intercommunication because it allows 911/E911 users to be connected with PSAPs and communicate with local emergency personnel.

Embarq believes that 911/E911 is a unique service, and §251(c) is not applicable to 911/E911 traffic. Embarq argues that “providing a service that involves telecommunications is not the same as providing a telecommunications service.” Embarq further contends that when a provider uses telecommunications to provide an information service, an information service is being provided to the end user. Intrado Comm asserts that the nature of the service defines the classification, and the combined service it provides has an element of telecommunications.

Intrado Comm argues that its use of Internet protocol should not influence the classification of its 911/E911 service, stating that “[h]ow Intrado Comm may transport calls within its network has no bearing on the classification of the ultimate 911/E911 service offering it provides to Florida PSAPs.” Embarq cites to the FCC’s definition of an IP-enabled service as any service or application that relies on Internet Protocol,⁵ stating that “this IP-based service is not a telecommunications service or a telephone exchange service.” Embarq believes that Intrado Comm’s use of IP technology should be considered when establishing whether Intrado Comm’s proposed service arrangements constitute telephone exchange service for the purposes of §251(c).

Intrado Comm argues that the classification of its service does not depend on whether the PSAP has implemented IP customer premises equipment. Intrado Comm asserts that its Intelligent Emergency Network™ is a “Next Generation” 911/E911 network. Embarq counters that Intrado Comm’s network provides an IP-based information service, which is a type of service which has never been deemed by the FCC to be entitled to §251(c) rights. Intrado Comm states that its network incorporates IP-based technologies and thus accommodates legacy analog services and the IP-based services being offered today, while allowing for next generation technology not generally supported by existing 911/E911 networks.

Analysis

The term “service” is central to this case. Both parties acknowledge that Intrado Comm offers a service, but differ as to what type of service is being offered. Establishing the nature of the service Intrado Comm is offering is important to determine whether Intrado Comm and Embarq should enter into an arrangement under §251(a), a general contract, or §251(c), an interconnection agreement. Section 251(c) specifically provides for an interconnection

³*Deployment of Wireline Services Offering Advanced Telecommunications Capability*, 15 FCC Rcd 385, ¶ 17 (1999) (“Advanced Services Order”).

⁴Advanced Services Order ¶ 30.

⁵ *In the Matter of IP-Enabled Services*; WC Docket No. 04-36; Notice of Proposed Rulemaking; Released March 10, 2004; 19 FCC Rcd 4863.

ORDER NO. PSC-08-0799-FOF-TP
 DOCKET NO. 070699-TP
 PAGE 4

agreement between a competitive local exchange carrier and an incumbent local exchange carrier to be filed by the parties with this Commission, whereas §251(a) allows for a general contract, commonly referred to as a commercial agreement. Section 251(c) imposes specific, asymmetric obligations on ILECs. Section 252 gives rise to an interconnection agreement incorporating the §251(c) obligations.

911/E911 Service

Section 365.172(3)(i), F.S., defines E911 service as the “enhanced 911 system or enhanced 911 service that is an emergency telephone system or service that provides a subscriber with 911 service and, in addition, directs 911 calls to appropriate public safety answering points by selective routing based on the geographical location from which the call originated.” Both Intrado Comm and Embarq agree that Intrado Comm will provide its services as a competitive alternative 911/E911 provider. Upon Intrado Comm’s entry into the marketplace, PSAPs will have the opportunity to choose an alternate 911/E911 service provider.

Telephone Exchange Service

Intrado Comm’s Intelligent Emergency Network™ is a service that allows a PSAP to receive emergency calls. By identifying its service as “telephone exchange service” because it “allows Florida consumers to be connected with PSAPs, and communication with local emergency personnel,” Intrado Comm attempts to interpret 47 U.S.C. 153(47) to fit its own circumstances. 47 U.S.C. 153(47) provides that a telecommunication service which can *both* originate and terminate calls, can constitute telephone exchange service. However, Intrado Comm provides a service that cannot be used to originate a call.

We find that in order for a service to be considered a telephone exchange service, pursuant to 47 U.S.C. 153(47), it must provide for both the origination and termination of calls. Without the ability both to originate and terminate calls, Intrado Comm’s proposed services do not meet the definition of “telephone exchange service.” The Intelligent Emergency Network™ does not offer a PSAP the ability to call back a 911/E911 user, and administrative lines not offered by Intrado Comm would be required to place such a call.

B. Embarq’s requirement to offer interconnection under §251(c)

This section focuses on whether Embarq is required to offer interconnection to Intrado Comm under §251(a) or §251(c) of the Act. Section 251(a) of the Act describes the general duty of all telecommunications carriers to interconnect, while §251(c) addresses specific obligations of incumbent local exchange companies (ILECs). Two aspects of §251(c) are particularly significant:

- Section 251(c)(2) includes a reference to “telephone exchange service;” and
- Section 251(c)(3) addresses the ILEC’s obligation to provide access to unbundled network elements (UNEs). In essence, this concern is a “rates” issue since Embarq would be obligated to offer these UNEs to Intrado Comm at TELRIC

ORDER NO. PSC-08-0799-FOF-TP
DOCKET NO. 070699-TP
PAGE 5

(Total Element Long-Run Incremental Cost) rates, as opposed to the more general pricing standard applicable to items provided pursuant to §251(a).

Intrado Comm contends that a §251(c) agreement is appropriate since its service offering meets the definition of "telephone exchange service." It believes Embarq is obligated to offer it cost-based, unbundled access to the elements it wants pursuant to §251(c) of the Act.

Embarq believes that Intrado Comm's "Intelligent Emergency Network"™ service is not a "telephone exchange service," and as such, the consideration of interconnection with Intrado Comm pursuant to §251(c) is moot. It contends that Intrado Comm is not providing "telephone exchange service" to end users to dial 911/E911, or wholesale services to carriers or other wholesale providers. Embarq believes that Intrado Comm's 911/E911 service is a unique service that is not contemplated by §251(c), and therefore is not entitled to a §251(c) interconnection agreement.

Parties' Arguments

Both Intrado Comm and Embarq believe that the core issue is whether §251(c) or §251(a) applies to the interconnection between the parties when Intrado Comm is the 911/E911 service provider to a PSAP. The benefit Intrado Comm believes §251(c) will provide it is a level playing field, the provision of service at TELRIC rates, and connection standards that are established by the Act. Intrado Comm asserts that in order to provide its 911/E911 services to Florida PSAPs, Intrado Comm must interconnect with Embarq. Intrado Comm states that CLECs are entitled to interconnect with ILECs pursuant to §251(c).

Embarq disagrees with this assertion. Rather, Embarq argues that Intrado Comm is not a competitive local exchange provider that provides telephone exchange service and thus §251(a) is the appropriate section of the Act that governs the parties' interconnection arrangements. Embarq believes that §251(a) rather than §251(c) applies to the interconnection of the parties' networks when Intrado Comm is the 911/E911 service provider to a PSAP. Embarq asserts that §251(c) would only apply if Embarq is the 911/E911 provider to a PSAP, and Intrado Comm seeks interconnection with Embarq to terminate its end users' 911/E911 calls.

Intrado Comm believes that it is not required to use a commercial agreement (*i.e.*, a §251(a) agreement) because the FCC has recognized that without interconnection between competitors and ILECs, competitors would be unable to effectively enter the market. This problem was addressed by the Act offering §251(c) interconnection between competitors and ILECs. Embarq witness Maples describes §251(c) as placing additional obligations on ILECs to open up the markets for competition, such as allowing the CLEC to select a POI (Point of Interconnection) as a way to manage the CLEC's costs. Intrado Comm asserts that its request for §251(c) interconnection is based on the same principles of competitive fairness and market entry.

Conversely, Embarq asserts that Intrado Comm incorrectly requests interconnection pursuant to §251(c) because Intrado Comm does not qualify for §251(c) provisions. Embarq argues that Intrado Comm's 911/E911 traffic is unique. In pursuing a §251(c) agreement,

ORDER NO. PSC-08-0799-FOF-TP
 DOCKET NO. 070699-TP
 PAGE 6

Embarq asserts that Intrado Comm is seeking the same treatment as other CLECs under §251(c), even as it requests exceptions to these arrangements due to its service's distinctive nature.

Analysis

Section 251 establishes the interconnection rights and obligations of telecommunications carriers, including local exchange telecommunications carriers. More specifically, §251(a) imposes a general obligation on all telecommunications carriers to "interconnect directly or indirectly with the facilities and equipment of other telecommunications carriers." Section §251(c) goes beyond the general obligation and imposes specific obligations on incumbent local exchange carriers (like Embarq) to allow interconnection by competing carriers on the incumbent's network.

If Intrado Comm becomes the 911/E911 service provider to PSAPs, Embarq becomes the carrier requesting interconnection on Intrado Comm's network in order to provide access to 911/E911 to Embarq's end user customers. Embarq believes the requirements imposed on ILECs do not support the type of interconnection arrangements currently requested by Intrado Comm. If they did, Embarq would be in a situation where it would be both the ILEC providing interconnection and a carrier seeking access. This situation could present a serious disadvantage to Embarq, who would pay for Intrado Comm establishing its 911/E911 service. We are concerned that the costs for interconnection would be borne by Embarq.

Intrado Comm seeks a §251(c) interconnection agreement with Embarq to gain access to the Public Switched Telephone Network to offer its competitive services to PSAPs throughout the State of Florida. However, we find that the service Intrado Comm intends to provide is not one that will both originate and terminate calls. We find that §251(c) is applicable when an entrant seeks interconnection arrangements with an ILEC in order to offer telephone exchange service and exchange access. However, §251(c) does not apply or impose specific obligations on an ILEC when the ILEC seeks interconnection on the CLEC's network. Intrado Comm states that §251(c) is the "appropriate mechanism for Intrado Comm to secure "nondiscriminatory access to, and interconnection with Embarq's networks for the provision of 911/E911 services." Because Intrado Comm does not offer telephone exchange service, Embarq is not obligated to interconnect with Intrado Comm pursuant to §251(c).

Finally, we have arbitrated issues outside of §251(c) when both parties agreed to Commission action. To date, we have not reviewed any interconnection arrangements pursuant solely to §251(a).⁶

⁶ Recently, a similar issue was addressed by the Virginia State Corporation Commission (Virginia Commission), which deferred Intrado Comm's petition for arbitration to the FCC, stating the FCC should first decide whether Intrado Comm is entitled to §251(c) interconnection. *Petition of Intrado Comm. of Virginia, Inc. for Arbitration to Establish an Interconnection Agreement with Central Telephone Co. of Virginia d/b/a Embarq and United Tel.-Southeast, Inc. d/b/a Embarq, under Section 252(b) of the Telecommunications Act of 1996*, Order of Dismissal, Case No. PUC-2007-00112, at 2-3 (Feb. 14, 2008). As a result, Intrado Comm petitioned the FCC for resolution of the issues. *Petition of Intrado Comm. of Virginia Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corp. Commission Regarding arbitration of an Interconnection Agreement with Central Tel. Co. of Virginia and United Tel.-Southeast, Inc.*, FCC WC Docket No. 08-33, filed March 6, 2008. The FCC granted Intrado Comm's petition, preempting the jurisdiction of the Virginia Commission in a Memorandum Order and Opinion, issued October 16, 2008, *In the matter of Petition of Intrado*

ORDER NO. PSC-08-0799-FOF-TP
 DOCKET NO. 070699-TP
 PAGE 7

C. Public Interest Considerations

With the emergence of a competitive 911/E911 provider in the Florida marketplace, there may be potential unintended consequences that affect more than just the current parties to this docket, impacting all carriers in Florida, including wireless and VoIP providers. Most carriers are directed by statute to provide their end users access to 911/E911 service. These carriers may incur higher costs to access 911/E911 service or be forced to rehome circuits,⁷ if a competitive provider's selective router is located outside of Florida. Intrado Comm currently has no selective routers in Florida, although it will eventually be deploying a minimum of two selective routers within the state of Florida. We are concerned that carriers may be forced to transport 911/E911 calls over great distances, perhaps even out of state.

Commission involvement in the provisioning of 911/E911 service is important because of the potential impact on the health and safety of Florida citizens. This is a case of first impression which presents unique circumstances and policy concerns not previously addressed by this Commission. We note that 911/E911 service is an essential service in Florida. Pursuant to §364.01(4)(a), F.S., we are entrusted with protecting the public health, safety and welfare and must ensure access to basic local service, which includes access to 911/E911 service. It is imperative that access to 911/E911 services continue uninterrupted regardless of the 911/E911 service provider. We are further supported by the FCC which has acknowledged the importance of a state's role in 911/E911 matters.⁸

We find that this Commission is not the only agency or entity with an interest in monitoring of 911/E911 service. Intrado Comm witness Melcher acknowledges that 911/E911 service impacts many entities, stating that:

Public safety is the customer. It's the public safety leaders that should be involved in the decision-making process. And what is so sad to me is that as these kinds of hearings are going on around the country today, the person not sitting at the table that needs to be represented is the public safety leader. They have to be provided choices, they have to be given options that they've not been given in the past.

Communications of Virginia Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Arbitration of an Interconnection Agreement with Verizon South Inc. and Verizon Virginia Inc., FCC WC Docket 08-185, stating that the Virginia Commission explicitly deferred action to the FCC.

⁷ Rehoming is when there is a major network change which involves moving customer services from one switching center to another and establishing the necessary trunking facilities to do so. Harry Newton, Newton's Telecom Dictionary, 19th ed. 2003.

⁸ The Wireless Telecommunications and Public Safety Act of 1999 mandates that the Federal Communications Commission "shall encourage and support efforts by States to deploy comprehensive end-to-end emergency communications infrastructure and programs, based on coordinated statewide plans, including seamless, ubiquitous, reliable wireless telecommunications networks and enhanced wireless 911 service."

ORDER NO. PSC-08-0799-FOF-TP
DOCKET NO. 070699-TP
PAGE 8

Embarq witness Maples also acknowledges the need for coordination among all affected entities, stating that the:

Different aspects of emergency service is [sic] extremely important to the issue of how the existing emergency service infrastructure will evolve to the NG-911 platform. It is a massive and likely expensive task that will require much coordination in addition to legislation to address how it will be funded. This effort cannot effectively be accomplished through a series of isolated arbitrations and legal disputes between carriers, such as this proceeding, where one carrier is attempting to implement a business plan that depends on imposing unreasonable obligations upon ILECs such as Embarq that go far beyond the Telecommunications Act.

Sections 365.171-175, F.S., address Florida's 911/E911 plan. Any changes involving 911/E911 require the facilitation and cooperation of all affected agencies and entities to resolve any changes or complications that affect 911/E911 in Florida. Decisions affecting the provision of 911/E911 service in Florida are made by several different agencies, including the Department of Management Services, local and state officials, providers and PSAPs. Accordingly, any discussion regarding the provisioning of competitive 911/E911 service in Florida requires that all potentially affected parties be consulted and afforded an opportunity to weigh in on these vital matters.

III. Decision:

We find that Intrado Comm currently provides or intends to provide 911/E911 service to Public Safety Answering Points in Florida. This service does not meet the definition of "telephone exchange service" pursuant to 47 U.S.C. 153(47) because it will not provide the ability both to originate and terminate calls.

We also find that Intrado Comm's 911/E911 service does not meet the definition of "telephone exchange service," pursuant to the provisions set forth in §251(c). We also find that Embarq is not required to provide interconnection pursuant to the provisions set forth in §251(c). We find it appropriate that since any resulting agreement between the parties is not pursuant to §251(c), this Commission need not address the remaining 9 issues identified in the Prehearing Order, Order No. PSC-08-0401-PHO-TP.

This docket shall be closed and the parties may negotiate a commercial agreement pursuant to §251(a). We are aware of several public policy matters that may warrant examination with the emergence of competitive 911/E911 providers. As such, we direct our staff to further explore these matters.

ORDER NO. PSC-08-0799-FOF-TP
DOCKET NO. 070699-TP
PAGE 9

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that Intrado Communications, Inc. currently provides or intends to provide 911/E911 service to Public Safety Answering Points in Florida. It is further

ORDERED that Intrado Communications, Inc.'s 911/E911 service does not meet the definition of "telephone exchange service" pursuant to 47 U.S.C. 153(47) because the service will not provide the ability both to originate and terminate calls. It is further

ORDERED that Embarq Florida, Inc. is not required to provide interconnection pursuant to the provisions set forth in §251(c) and the parties may negotiate a commercial agreement. In addition, the remaining 9 issues identified in the Prehearing Order, Order No. PSC-08-0401-PHO-TP, need not be addressed. It is further

ORDERED that our staff shall further explore public policy matters that may warrant examination with the emergence of competitive 911/E911 providers. It is further

ORDERED that this docket shall be closed.

By ORDER of the Florida Public Service Commission this 3rd day of December, 2008.



ANN COLE
Commission Clerk

(SEAL)

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ORDER NO. PSC-08-0799-FOF-TP
DOCKET NO. 070699-TP
PAGE 10

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request:

- 1) reconsideration of the decision by filing a motion for reconsideration with the Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, Florida Administrative Code; or
- 2) judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water and/or wastewater utility by filing a notice of appeal with the Office of Commission Clerk, and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.